

# PUBLIC MATTER



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<b>State Bar Court of California</b> Hearing Department <input checked="" type="checkbox"/> Los Angeles <input type="checkbox"/> San Francisco <b>PROGRAM FOR RESPONDENTS WITH SUBSTANCE ABUSE AND MENTAL HEALTH ISSUES</b>		
Counsel for the State Bar <b>OFFICE OF THE CHIEF TRIAL COUNSEL - ENFORCEMENT</b> <b>BROOKE A. SCHAFER</b> 1149 South Hill Street, 9 <sup>th</sup> Floor Los Angeles, CA 90015-2299 Telephone: (213) 765-1252 Bar #    194824	Case Number(s)  98-O-01674; - RAH 99-O-13107; 00-O-10467; 00-O-14827; 00-O-15192; 00-O-15357; 00-O-15472; 01-O-00682; 01-O-01250; 01-O-03007; 01-O-03963; 02-O-11891; 02-O-12512; 02-O-12557; 02-O-12572; 02-O-15009; 03-O-01319; 03-O-01824; & 03-O-04497	(for Court use)  <div style="text-align: center;"> <del>CONFIDENTIAL</del>   <b>FILED</b>   <b>JAN 29 2010</b>   <b>STATE BAR COURT</b>  <b>CLERK'S OFFICE</b>  <b>LOS ANGELES</b> </div> <div style="text-align: center;"> <del>CONFIDENTIAL</del>   <b>LODGED</b>   <b>MAR 17 2006</b>   <b>STATE BAR COURT</b>  <b>CLERK'S OFFICE</b>  <b>LOS ANGELES</b> </div>
<input checked="" type="checkbox"/> Counsel for Respondent <input type="checkbox"/> In Pro Per  <b>MICHAEL G. GERNER</b> Michael G. Gerner, a Prof Law Corp. 10100 Santa Monica Blvd., Suite 300 Los Angeles, California 90067 Telephone: (310) 772-2207  Bar #    65906	Submitted to Program Judge  <div style="text-align: center;"> <b>STIPULATION RE FACTS AND CONCLUSIONS OF LAW</b> </div> <input type="checkbox"/> PREVIOUS STIPULATION REJECTED	
In the Matter of <b>STEVEN LANCE MAZZA</b>  Bar #    101076 A Member of the State Bar of California (Respondent)		

Note: All information required by this form and any additional information which cannot be provided in the space provided, must be set forth in an attachment to this stipulation under specific headings, e.g., "Facts," "Dismissals," "Conclusions of Law," "Supporting Authority," etc.

## A. Parties' Acknowledgments:

- (1) Respondent is a member of the State Bar of California, admitted December 1, 1981  
(date)
- (2) The parties agree to be bound by the factual stipulations contained herein even if conclusions of law or disposition (to be attached separately) are rejected or changed by the Supreme Court. However, if Respondent is not accepted into the Lawyer Assistance Program, this stipulation will be rejected and will not be binding on Respondent or the State Bar.
- (3) All investigations or proceedings listed by case number in the caption of this stipulation are entirely resolved by this stipulation and are deemed consolidated, except for Probation Revocation Proceedings. Dismissed charge(s)/count(s) are listed under "Dismissals." The stipulation and order consists of 51 pages.
- (4) A statement of acts or omissions acknowledged by Respondent as cause or causes for discipline is included under "Facts."
- (5) Conclusions of law, drawn from and specifically referring to the facts, are also included under "Conclusions of Law."

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- (6) No more than 30 days prior to the filing of this stipulation, Respondent has been advised in writing of any pending investigation/proceeding not resolved by this stipulation, except for criminal investigations.
- (7) Payment of Disciplinary Costs—Respondent acknowledges the provisions of Bus. & Prof. Code §§ 6086.10 & 6140.7 and will pay timely any disciplinary costs imposed in this proceeding.

**B. Aggravating Circumstances [Standards for Attorney Sanctions for Professional Misconduct, standard 1.2(b)]. Facts supporting aggravating circumstances are required.**

- (1) ☒ **Prior Record of Discipline [see standard 1.2(f)]**
- (a) ☒ State Bar Court Case # of prior case 97-0-12635
- (b) ☒ Date prior discipline effective July 2004
- (c) ☒ Rules of Professional Conduct/State Bar Action violations RPC 4-100(B)(3); 4-200
- (d) ☒ Degree of prior discipline Twelve (12) Months Stayed; Thirty-Six (36) Months Probation
- (e) ☐ If Respondent has two or more incidents of prior discipline, use space provided below or under "Prior Discipline" (above)
- (2) ☐ **Dishonesty:** Respondent's misconduct was surrounded by or followed by bad faith, dishonesty, concealment, overreaching or other violations of the State Bar Act or Rules of Professional Conduct.
- (3) ☐ **Trust violation:** Trust funds or property were involved and Respondent refused or was unable to account to the client or person who was the object of the misconduct for improper conduct toward said funds or property.
- (4) ☒ **Harm:** Respondent's misconduct harmed significantly a client, the public or the administration of justice.
- (5) ☐ **Indifference:** Respondent demonstrated indifference toward rectification of or atonement for the consequences of his or her misconduct.
- (6) ☐ **Lack of Cooperation:** Respondent displayed a lack of candor and cooperation to the victims of his/her misconduct or the State Bar during disciplinary investigation or proceedings.
- (7) ☒ **Multiple/Pattern of Misconduct:** Respondent's current misconduct evidences multiple acts of wrong doing or demonstrates a pattern of misconduct.
- (8) ☐ **No aggravating circumstances are involved.**

**Additional aggravating circumstances:**

(Do not write above this line.)

**C. Mitigating Circumstances [standard 1.2(e)]. Facts supporting mitigating circumstances are required.**

- (1) ☐ **No Prior Discipline:** Respondent has no prior record of discipline over many years of practice coupled with present misconduct which is not deemed serious.
- (2) ☐ **No Harm:** Respondent did not harm the client or person who was the object of the misconduct.
- (3) ☒ **Candor/Cooperation:** Respondent displayed spontaneous candor and cooperation to the victims of his/her misconduct and to the State Bar during disciplinary investigation and proceedings.
- (4) ☐ **Remorse:** Respondent promptly took objective steps spontaneously demonstrating remorse and recognition of the wrongdoing, which steps were designed to timely atone for any consequences of his/her misconduct.
- (5) ☐ **Restitution:** Respondent paid \$ \_\_\_\_\_ on \_\_\_\_\_ in restitution to \_\_\_\_\_ without the threat of force of disciplinary, civil or criminal proceedings.
- (6) ☐ **Delay:** These disciplinary proceedings were excessively delayed. The delay is not attributable to Respondent and the delay prejudiced him/her.
- (7) ☐ **Good Faith:** Respondent acted in good faith.
- (8) ☐ **Emotional/Physical Difficulties:** At the time of the stipulated act or acts of professional misconduct Respondent suffered extreme emotional difficulties or physical disabilities which expert testimony would establish were directly responsible for the misconduct. The difficulties or disabilities were not the product of any illegal conduct by the member, such as illegal drugs or substance abuse, and Respondent no longer suffers from such difficulties or disabilities.
- (9) ☐ **Severe Financial Stress:** At the time of the misconduct, Respondent suffered from severe financial stress which resulted from circumstances not reasonably foreseeable or which were beyond his/her control and which were directly responsible for the misconduct.
- (10) ☒ **Family Problems:** At the time of the misconduct, Respondent suffered extreme difficulties in his/her personal life which were other than emotional or physical in nature.
- (11) ☐ **Good Character:** Respondent's good character is attested to by a wide range of references in the legal and general communities who are aware of the full extent of his/her misconduct.
- (12) ☐ **Rehabilitation:** Considerable time has passed since the acts of professional misconduct occurred followed by convincing proof of subsequent rehabilitation.
- (13) ☒ **No mitigating circumstances** are involved.

**Additional mitigating circumstances:**

Attachment  
to  
Stipulation Re Facts and Conclusions of Law  
State Bar Court  
Alternative Discipline Program – Los Angeles

In the Matter of ) Case Nos.: 98-O-01674; 99-O-13107;  
STEVEN LANCE MAZZA, ) 00-O-10467; 00-O-14827; 00-O-15192;  
No. 101076, ) 00-O-15357; 00-O-15472; 01-O-00682;  
A Member of the State Bar. ) 01-O-01250; 01-O-03007; 01-O-03963;  
 ) 02-O-11891; 02-O-12512; 02-O-12557;  
 ) 02-O-12572; 02-O-15009; 03-O-01319;  
 ) 03-O-01824 & 03-O-04497

The undersigned parties hereby stipulate that the following facts and conclusions of law are true:

**JURISDICTION**

Steven Lance Mazza ("Respondent") was admitted to the practice of law in the State of California on December 1, 1981, was a member at all times relevant hereto, and is currently a member of the State Bar of California.

**STATEMENT OF STIPULATED FACTS AND CONCLUSIONS OF LAW**

**General Background**

Respondent was the subject of certain criminal investigations in 1997 and 1998. In June 1997 he was arrested and his office raided by the Insurance Fraud Unit of the Los Angeles District Attorney's Office. During the search officers removed most of his client files – several hundred in number – and all calendars, records and documents pertaining to his trust account. Respondent spent four days in jail. Thereafter, Respondent was permitted to make copies of his files.

Respondent was arrested a second time in December 1997. His office was again raided and remaining client files and other business information seized. Also seized were certain settlement checks in his cases, and office equipment. He spent some forty days in jail, released approximately January 20, 1998.

1 The District Attorney charged Respondent with some forty felonies, including RICO and  
2 money laundering. After a preliminary hearing in January 1999, all of the charges against  
3 Respondent were dismissed for lack of sufficient evidence to proceed.

4 In January 2000 Respondent received 44 boxes of files back from authorities, in disarray  
5 and incomplete. Some files and ledgers were not returned until as late as May 2001 and others –  
6 perhaps scores more client matters – were never located and returned. The disruption caused  
7 by this seizure of business records, equipment and client files (especially where some client files  
8 were never returned) had an impact upon some of the matters herein, in that the office, records  
9 and staff were in some disarray for a time thereafter.

10 **Case number 98-O-01674 - Vasquez's matter**

11 **Facts - case no. 98-O-1674**

12 1. In May 1996, Respondent sent Ronald Kaufman ("Kaufman"), a non-attorney  
13 employed by Respondent, to personally approach Cuauhtemoc and Virginia Vasquez ("the  
14 Vasquezes") to hire Respondent for legal representation of Mr. Vasquez (Vasquez) in a personal  
15 injury matter. Kaufman did so, and as a result the Vasquezes hired Respondent on a contingency  
16 basis to represent Vasquez in his personal injury matter.

17 2. Prior to May 1996, the Vasquezes had no family or prior professional relationship  
18 with Respondent or Respondent's law firm.

19 3. On December 6, 1996, Respondent filed a lawsuit on behalf of Vasquez in the  
20 Ventura County Superior Court entitled *Cuauhtemoc Vasquez v. Joyce Faanomo*, case number  
21 CIV169270 ("Vasquez's matter").

22 4. On March 17, 1997, Respondent executed a medical lien against any settlement  
23 obtained in Vasquez's matter and in favor of Coastal Cities Imaging Service ("Coastal"), a  
24 medical provider which was providing medical services to Vasquez.

25 5. On January 5, 1998, while he was in jail, Respondent's office staff deposited into his  
26 client trust account at Wells Fargo Bank, Account No. 0454-693367 ("the CTA") a \$3,500  
27 settlement draft, dated November 14, 1997, issued by the Interinsurance Exchange of the  
28 Automobile Club and payable to Vasquez and Respondent in settlement of Vasquez's matter.

1           6. On February 16, 1998, check number 4628 to Respondent for \$1,750.50, was paid  
2 from the CTA. The \$1,750.50 consisted of \$1,400 for Respondent's attorney fees and \$350.50  
3 for costs Respondent claimed to have incurred in Vasquez's matter. Respondent was aware of  
4 the settlement check by this time.

5           7. Respondent was to withhold in the CTA the remaining balance of \$1,750.50 of  
6 Vasquez's settlement funds to pay three of Vasquez's medical providers or \$550 for Coastal,  
7 \$300 for Mitchell Kaufman ("Kaufman"), and \$899.50 for Robert Johnson ("Johnson"),  
8 although it was difficult given the circumstances of his arrest and seizure of the Vasquez file to  
9 reconstruct who was due money. Nevertheless, Johnson and Kaufman were paid out. Coastal  
10 was not paid out, and Respondent was to maintain \$550.00 in his CTA on Vasquez' behalf.

11           8. On March 13, 1998, Respondent sent a letter to Vasquez in which he represented that  
12 all of his medical providers had been paid and that there were no monies remaining from the  
13 settlement funds to be disbursed. At the time he wrote and sent this letter Respondent knew that  
14 he had not paid any funds to Vasquez or to Coastal, despite having a balance of \$550.00 that he  
15 needed to maintain on his client's behalf.

16           9. On January 25, 2000, Respondent represented to Barbara Edwards ("Edwards") of  
17 Grant & Weber that he would forward \$550 (the amount of money Respondent withheld from  
18 the Vasquez settlement funds to pay Coastal) to Vasquez.

19           10. To date, Respondent has not paid the \$550 to Coastal, to Vasquez, or to anyone on  
20 Coastal's behalf from Vasquez's settlement funds or from any other source.

21           11. The balance in the CTA fell below \$550, without Respondent paying any funds to  
22 Coastal from Vasquez's settlement funds, as follows:

<u>Date</u>	<u>Balance</u>
03/06/01	- \$ 14,370.46
03/07/01	- \$ 17,146.46
03/08/01	- \$ 8,193.46
07/17/02	\$ 138.75
07/18/02	- \$ 2,580.00

1  
2 **Conclusions of Law - case no. 98-O-1674**

3       – By sending Kaufman to approach the Vasquezes to hire Respondent for an injury  
4 claim, Respondent solicited prospective clients with whom Respondent had no family or prior  
5 professional relationship, in wilful violation of rule 1-400(C) of the Rules of Professional  
6 Conduct.

7       – By representing to the Vasquez' that all medical bills incurred by Vasquez had been  
8 paid, and then by not refunding the remaining money to Vasquez, and by not thereafter  
9 maintaining the remaining money, Respondent committed an act of moral turpitude in wilful  
10 violation of section 6106 of the Business and Professions Code.

11       – By not paying \$550 to Coastal, to Grant & Weber, or to Vasquez, Respondent failed  
12 to promptly pay, as requested by his client, funds in Respondent's possession which the client  
13 was entitled to receive, in wilful violation of rule 4-100(B)(4) of the Rules of Professional  
14 Conduct.

15       – By not maintaining \$550 of the settlement funds for Vasquez in the CTA through July  
16 18, 2002, Respondent failed to maintain client funds in a trust account in wilful violation of rule  
17 4-100(A) of the Rules of Professional Conduct.

18 **Case number 99-O-13107 - Gonzalez's matter**

19 **Facts - case no. 99-O-13107**

20       12. In December 1995, Monica Gonzalez ("Gonzalez") hired Respondent on a  
21 contingency basis to represent her in a personal injury matter.

22       13. On July 24, 1996, Respondent filed a lawsuit for Gonzalez in the Los Angeles County  
23 Superior Court entitled *Monica Gonzalez v. May Department Stores Company*, case number  
24 SC043415.

25       14. On or about September 10, 1997, Respondent entered into a loan agreement with  
26 Gonzalez. On that same date, Gonzalez signed a Promissory Note ("the note") in favor of  
27 Respondent. The note provided, *inter alia*, that (a) Gonzalez and her mother would be jointly  
28 and severally liable for repayment of the loan at the rate of \$290.70 starting on July 1, 1999, and

1 continuing for a period of 36 months on the first of each month thereafter; (b) if a payment was  
2 late by more than five days, the entire balance on the note would become due and payable; and  
3 (3) in the event that a lawsuit was filed to enforce payment of the note, no less than \$500 in  
4 attorney's fees shall be allowed and made part of the judgment.

5 15. Gonzalez's mother, Carmen Gonzalez, signed the Note as guarantor.

6 16. Prior to making the loan and requiring Gonzalez to sign the note in his favor,  
7 Respondent did not advise Gonzalez in writing that she could seek the advice of an independent  
8 lawyer; nor did Respondent give Gonzalez an opportunity to seek independent legal advice.

9 17. In August 1998, Respondent settled the Gonzalez matter for \$8,500.

10 18. Respondent did not inform Gonzalez at the time he settled her case of the amount of  
11 the settlement.

12 19. On August 5, 1998, check number 4886 from Respondent's client trust account at  
13 Wells Fargo Bank, Account No. 0454-693367 ("the CTA") for \$2,497.67, issued by Respondent  
14 to Gonzalez, was paid. Check number 4886 represented Gonzalez's share of the settlement  
15 proceeds.

16 20. When check number 4886 was paid, there were no funds in the CTA belonging to  
17 Gonzalez.

18 21. On August 17, 1998, Respondent deposited into the CTA an \$8,500 settlement draft,  
19 dated August 11, 1998, issued by the May Department Stores Company ("May") and payable to  
20 Gonzalez and Respondent into the CTA in settlement of Gonzalez's claim.

21 22. Neither Respondent nor anyone acting on his behalf notified Gonzalez of his receipt  
22 of her settlement funds.

23 23. On August 20, 1998, check number 4924 to Respondent for \$3,020.33 was paid from  
24 the CTA for Respondent's fees and costs in the Gonzalez matter.

25 24. On September 29, 1998, check number 4925 to Eliot Griner for \$1,500 was paid from  
26 the CTA in connection with Gonzalez's matter.

27 25. On October 22, 1998, check number 4926 to Michael Roback, M.D. for \$1,500 was  
28 paid from the CTA in connection with Gonzalez's matter.



1           26. At no time did Respondent ever provide Gonzalez with an accounting of her  
2 settlement funds.

3           **Conclusions of Law**

4           – By entering into a loan agreement with Gonzalez, Respondent entered into a business  
5 transaction with his client and knowingly obtained a pecuniary interest adverse to his client,  
6 without advising his client that she may seek the advice of independent counsel, and without  
7 giving her the opportunity to seek such advice, in wilful violation of rule 3-300 of the Rules of  
8 Professional Conduct.

9           — By issuing check number 4886 to Gonzalez from the CTA when there were no funds  
10 belonging to Gonzalez in the CTA, Respondent deposited or commingled funds belonging to  
11 Respondent in the CTA, in wilful violation of rule 4-100(A) of the Rules of Professional  
12 Conduct.

13           – By not providing Gonzalez with an accounting of all her settlement funds, Respondent  
14 failed to render an appropriate account to his client regarding all funds of his client coming into  
15 his possession in wilful violation of rule 4-100(B)(3) of the Rules of Professional Conduct

16           **Case number 00-O-10467 - Marcus's matter**

17           **Facts – case no. 00-O-10467**

18           27. On June 12, 1998, William Marcus (“Marcus”) hired Respondent on a contingency  
19 basis to represent him in a civil matter. Pursuant to the written fee agreement Marcus and  
20 Respondent signed on that date, Respondent was to receive 33 1/3% of the gross recovery, if  
21 any, in Marcus’s case. The fee agreement applied only to Respondent’s services through and  
22 including trial.

23           28. On October 28, 1998, Respondent filed a lawsuit for Marcus in the Ventura County  
24 Superior Court entitled *Marcus v. Stone*, case number SC022080.

25           29. On October 28, 1999, after a jury trial, a \$43,074.37 judgment for Marcus was entered  
26 in Marcus’s matter.

27           30. On January 5, 2000, defendant filed a Notice of Appeal in Marcus’s matter.  
28

1 31. On January 6, 2000, Respondent and Marcus amended their original fee agreement to  
2 include Respondent's legal services on behalf of Marcus in the appeal filed by defendant Stone.  
3 Marcus agreed in writing to modify his fee agreement with Respondent, which would entitle  
4 Respondent to receive 50% of any recovery in the Marcus matter following appeal, plus all costs  
5 incurred in the appeal as well as in the underlying trial.

6 32. On January 19, 2000, defendant filed a Notice of Filing Abandonment of Appeal.

7 33. On January 21, 2000, Respondent deposited into his client trust account at Wells  
8 Fargo Bank, Account No. 0454-693367 ("the CTA") two checks from Mercury Insurance Group  
9 issued in satisfaction of the judgment in Marcus's matter: one check dated January 13, 2000 for  
10 \$42,286.25 and a second check dated January 16, 2000 for \$788.12. The two checks totaled  
11 \$43,074.37 (the "Marcus funds").

12 34. Respondent withheld approximately \$3,524.54 from Marcus's funds to pay three  
13 lienholders who had provided medical services to Marcus.

14 35. Without making any disbursements related to Marcus's matter, the balance in the  
15 CTA fell below the \$43,074.37 that should have remained in the CTA on Marcus's behalf as  
16 follows:

<u>Date</u>	<u>Balance</u>
02/22/00	\$ 37,714.80
02/23/00	\$ 34,593.46
02/25/00	\$ 31,236.66
02/29/00	\$ 26,736.66

22 36. By not maintaining at least \$43,074.37 received on behalf of Marcus in the CTA  
23 through February 29, 2000, Respondent misappropriated \$16,337.71 of Marcus's funds.

24 //

25 //

26 //

27 //

28 //

37. The following checks were paid from the \$43,074.37 in the CTA in connection with Marcus's settlement:

<u>Check</u>	<u>Date Paid</u>	<u>Payee (Purpose)</u>	<u>Amount</u>	<u>Balance</u>
				\$43,074.37
5581	03/07/00	Respondent (fees/costs)	\$19,346.03	\$23,728.34
5582	03/07/00	Burnwall Clinic	\$ 1,385.00	\$22,343.34
5583	03/07/00	Superior Collection Bureau	\$ 155.00	\$22,188.34
5584	04/18/00	[Illegible] Management, Inc.	\$ 986.00	\$21,202.34
5585	06/09/00	William Marcus	\$14,023.22	\$ 7,179.12

38. The balance in the CTA fell below \$7,179.12 as follows:

<u>Date</u>	<u>Balance</u>
03/06/01	- \$ 14,370.46
03/07/01	- \$ 17,146.46
03/08/01	- \$ 8,193.46

39. By not maintaining \$7,179.12 of the settlement funds for Marcus in the CTA through March 6, 2001, Respondent misappropriated \$7,179.12 of Marcus's funds for his own use and purpose.

40. Respondent paid Marcus \$4,000 by check number 10621 and dated March 10, 2001 from his general account at Wells Fargo Bank, pursuant to a settlement reached between Respondent and Marcus.

**Conclusions of Law – case no. 00-O-10467**

– By not maintaining at least \$43,074.37 received on behalf of Marcus in the CTA through February 29, 2000, Respondent failed to maintain client funds in a trust account in wilful violation of rule 4-100(A) of the Rules of Professional Conduct.

– By misappropriating \$16,337.71 of Marcus's funds on one occasion and by misappropriating \$7179.12 of his client's funds on another occasion, Respondent committed an act of moral turpitude in wilful violation of section 6106 of the Business and Professions Code.

1           – By not maintaining \$7,179.12 of the settlement funds for Marcus in the CTA through  
2 March 6, 2001, Respondent failed to maintain client funds in a trust account in wilful violation  
3 of rule 4-100(A) of the Rules of Professional Conduct.  
4

5       **Case number 00-O-14827 - Camangian's matter**

6           **Facts - case no. 00-O-14827**

7           41. On September 18, 2000, Pamfila Camangian ("Camangian") consulted Respondent  
8 and his employee, Arden Silverman ("Silverman"), concerning filing an action in a fraudulent  
9 foreclosure matter. After discussing her matter with Respondent and Silverman, Respondent  
10 agreed to accept Camangian's case on a contingency basis.

11          42. Effective September 9, 2000, Silverman was had involuntarily been enrolled as an  
12 inactive member of the State Bar of California ("State Bar") pursuant to section 6007(c) of the  
13 California Business and Professions Code, and remained continuously in involuntary inactive  
14 status until his resignation with charges pending from the State Bar was accepted by the  
15 California Supreme Court, effective on or about April 20, 2001.

16          43. Respondent hired Silverman in September 2000 and knew of his inactive status at  
17 time of hire. Silverman was a personal friend and the two had known each other since  
18 childhood.

19          44. At no time during his representation of Camangian did Respondent serve written  
20 notice on Camangian that Silverman was an involuntarily enrolled as an inactive member of the  
21 State Bar.

22          45. At no time prior to or at the time of his employment of Silverman did Respondent ever  
23 serve written notice on the State Bar that he had employed Silverman, an involuntary inactive  
24 member of the State Bar.

25           **Conclusion of Law**

26           – By not giving written notice to either Camangian or to the State Bar of his employment  
27 of Silverman, Respondent failed to serve written notice on his client and the State Bar of his  
28

1 employment of an involuntarily inactive member in wilful violation of rule 1-311(D) of the  
2 Rules of Professional Conduct.

3  
4 **Case number 00-O-15192 - Bakarian's matter**

5 **Facts - case no. 00-O-15192**

6 46. On December 5, 1995, Gregory Bakarian ("Bakarian") hired Arden Silverman  
7 ("Silverman") to represent him in a personal injury matter entitled *Bakarian v. Kaiser*,  
8 case number BC088453, that had been filed on or about September 2, 1993 in the Los Angeles  
9 County Superior Court. Respondent assisted Silverman in representing Bakarian.

10 47. On November 3, 1997, Bakarian was awarded \$15,000 at binding arbitration.  
11 Thereafter, Respondent sent a letter to Bakarian with a copy of the arbitrator's award.

12 48. Kaiser, the defendant in the Bakarian matter, issued a check dated December 19,  
13 1997, in the amount of \$15,000, payable to Bakarian, Respondent, Silverman, and attorneys  
14 Gilbert Geilim and Gerald B. Yam.

15 49. On March 5, 1998, Respondent deposited the \$15,000 settlement check into his client  
16 trust account at Wells Fargo Bank, Account No. 0454-693367 ("the CTA").

17 50. Pursuant to the fee agreement Bakarian signed with Silverman, Silverman was entitled  
18 to 50% in attorney's fees out of any recovery in the Bakarian matter. Silverman acknowledged  
19 in the fee agreement that any and all of Bakarian's other attorneys claiming any fees would be  
20 paid out of that 50%.

21 51. On March 26, 1998, check number 4694 for \$10,525.62 to Respondent (or \$7,880.07  
22 for costs Respondent claimed to have incurred in the Bakarian matter, plus \$2,645.55 as attorney  
23 fees) was paid from the CTA.

24 52. On March 27, 1998, check number 4695 for \$4,474.38 to Silverman for his attorney  
25 fees in the Bakarian matter was paid from the CTA.

26 53. On April 15, 1998, check number 7855 for \$350 from Respondent's general account  
27 at Wells Fargo Bank, Account number 0851-044859, and payable to attorney Gerald Yam  
28

1 ("Yam") for attorney fees, was paid from the general account in connection with Bakarian's  
2 matter.

3 **Conclusion of Law**

4 – By not maintaining \$350 of Bakarian's funds in the CTA to pay Yam, Respondent  
5 failed to maintain client funds in a trust account in wilful violation of rule 4-100(A) of the Rules  
6 of Professional Conduct.

7  
8 **Case number 00-O-15357 - Thurman's matter**

9 **Facts - case no. 00-O-15357**

10 54. On July 14, 1997, Teresa Thurman ("Thurman") hired Respondent on a contingency  
11 basis to represent her in a civil matter. On January 23, 1998, Respondent filed a complaint for  
12 Thurman in the Los Angeles County Superior Court entitled *Thurman v. City of Los Angeles and*  
13 *Pic N' Save, Inc.*, case number BC184745.

14 55. In June 2000 Respondent settled Thurman's claims against the City of Los Angeles  
15 and Pic N' Save, Inc. for \$33,000 and \$6,500, respectively. The two defendants paid their  
16 respective settlement amounts the same month.

17 56. On June 29, 2000, Respondent deposited the Thurman settlement checks, totaling  
18 \$39,500, into his client trust account at Wells Fargo Bank, Account No. 0454-693367 ("the  
19 CTA").

20 57. Respondent was to withhold approximately \$10,800 from Thurman's settlement  
21 proceeds to pay the following five lienholders: \$6,500 to Dr. Michael Roback; \$150 to C.O.S.T;  
22 \$600 to Dr. Mark Bernhard; \$350 to Daniel Powers; and \$3,200 to Hunt Physical Therapy  
23 ("Hunt").

24 58. Respondent made the following disbursement from the \$39,500 in the CTA as  
25 follows:

<u>Check</u>	<u>Date Paid</u>	<u>Payee (Purpose)</u>	<u>Amount</u>	<u>Balance</u>
				\$39,500.00
5719	07/19/00	Respondent (fees/costs)	\$22,471.23	\$17,028.77

59. After July 19, 2000, the balance in Respondent's CTA fell below \$17,028.77 as follows:

<u>Date</u>	<u>Balance</u>	<u>Deficiency</u>
11/08/00	\$16,414.82	- \$ 619.95
11/09/00	\$12,399.69	- \$ 4,629.08

60. By not maintaining \$17,028.77 of the settlement funds for Thurman in the CTA through November 9, 2000, Respondent misappropriated \$4,629.08 of Thurman's funds for his own use and purpose.

61. Respondent made the following disbursement from the CTA after depositing other funds unrelated to Thurman's matter into the CTA:

<u>Check</u>	<u>Date Paid</u>	<u>Payee (Purpose)</u>	<u>Amount</u>	<u>Balance</u>
				\$17,028.77
4430	01/24/01	Thurman (net settlement)	\$ 5,717.27	\$11,311.50

62. After January 24, 2001, the balance in Respondent's CTA fell below the \$11,311.50 that should have remained in the CTA for Thurman as follows:

<u>Date</u>	<u>Balance</u>	<u>Deficiency</u>
02/22/01	\$10,001.74	- \$ 1,309.76
02/23/01	\$ 9,429.80	- \$ 1,881.70

63. On February 27, 2001, the following checks were paid from the CTA for Thurman after depositing other funds unrelated to Thurman's matter into the CTA:

<u>Check</u>	<u>Payee (Purpose)</u>	<u>Amount</u>	<u>Balance</u>
			\$11,311.50
4464	Dr. Michael Roback	\$ 6,500.00	
4465	C.O.S.T.	\$ 150.00	
4466	Dr. Mark Bernhard	\$ 600.00	
4467	Daniel Powers	\$ 350.00	\$ 3,711.50

1       64. On March 6, 2001, the balance in the CTA was negative \$14,370.46 or \$18,081.96  
2 below the \$3,711.50 that should have been maintained in the CTA from Thurman's settlement  
3 funds.

4       65. On March 7, 2001, check number 4468 from the CTA for \$3,200 issued to Hunt  
5 Physical Therapy on Thurman's behalf was returned due to insufficient funds in the CTA.

6       66. On March 7, 2001, the balance in the CTA was negative \$17,146.46.

7       67. On March 8, 2001, the balance in the CTA was negative \$8,193.46.

8       68. On April 23, 2001, check number 4553 to Steven Mazza for \$3,770.40 was paid from  
9 the CTA. Check number 4553 reflected that it was related to Thurman's matter.

10       69. On April 27, 2001, check number 4468 for \$3,200 to Hunt Physical Therapy was paid  
11 from the CTA on Thurman's behalf.

12       70. On or about November 15, 2000, attorney Dennis Rihn ("Rihn"), on behalf of  
13 Thurman, mailed a letter to Respondent requesting proof that Thurman's funds were being held  
14 in trust and demanding Thurman's original file.

15       71. Respondent received Rihn's letter of November 15, 2000.

16       72. On or about November 27, 2000, Respondent notified Rihn that Respondent would not  
17 turn over Thurman's original file but would instead make a copy of her file available.

18       73. On or about November 28, 2000, Rihn mailed a letter to Respondent, advising him that  
19 Thurman would come to Respondent's office on December 4, 2000 to pick up her original file.  
20 In this letter, Rihn also requested Respondent to substantiate the \$6,103.27 in costs Respondent  
21 claimed to have incurred in the Thurman matter, as well as provide an accounting for the  
22 disposition of Thurman's settlement proceeds.

23       74. Respondent received Rihn's letter of November 28, 2000.

24       75. Neither Respondent nor anyone acting on his behalf provided either Thurman or  
25 anyone acting on her behalf with any accounting for the disbursement of her settlement funds.

26       76. On or about December 4, 2000, Rihn mailed Respondent a letter requesting delivery of  
27 Thurman's original file to Rihn's office within 24 hours.

28       77. Respondent received Rihn's letter of December 4, 2000.



1 78. On or about December 7, 2000, Respondent notified Rihn that a copy of Thurman's file  
2 could be picked up at 9:00 a.m. on December 14, 2000, and that the cost for copying Thurman's  
3 file would be \$386. Respondent had already reimbursed himself \$386 from Thurman's  
4 settlement funds to cover the cost he allegedly incurred for copying her file.

5 79. On or about December 8, 2000, Rihn mailed Respondent a letter again requesting  
6 substantiation and proof of payment of all costs allegedly incurred in the Thurman matter.  
7 Respondent received Rihn's letter of December 8, 2000. Neither Respondent nor anyone acting  
8 on his behalf provided either Thurman or anyone acting on her behalf with the accounting  
9 requested in Rihn's letter of December 8, 2000.

10 80. On or about December 14, 2000, Respondent notified Rihn that a copy of Thurman's  
11 file could be picked up on December 15, 2000 and that the copying cost would be deducted from  
12 Thurman's share of the settlement proceeds in her case.

13 81. On or about December 15, 2000, Rihn attempted to collect Thurman's file from  
14 Respondent, but neither Respondent nor anyone acting on his behalf would make Thurman's file  
15 available to Rihn.

16 82. On or about January 8, 2001, Respondent advised Rihn that Thurman's file was ready  
17 for pick-up. Respondent advised Rihn by letter dated January 8, 2001 that Respondent had  
18 deducted \$386 for the cost of faxes and copying Thurman's file. Respondent did not release a  
19 copy of Thurman's file to either Rihn or Thurman until in or about May 2001.

20 83. At no time did Respondent or anyone acting on his behalf provide Thurman any  
21 evidence to substantiate the payment of costs Respondent incurred in Thurman's matter or an  
22 accounting for Respondent's disbursement of her settlement funds.

23 **Conclusions of Law – case no. 00-O-15357**

24 – By not maintaining \$17,028.77 of the settlement funds received on behalf of Thurman in  
25 the CTA through November 9, 2000, Respondent failed to maintain client funds in a trust  
26 account in wilful violation of rule 4-100(A) of the Rules of Professional Conduct.

1       – By misappropriating \$4,629.08 of Thurman’s settlement funds, Respondent committed  
2 an act of moral turpitude in wilful violation of section 6106 of the Business and Professions  
3 Code.

4       – By not paying out all of Thurman’s settlement funds until April 27, 2001, Respondent  
5 failed to pay promptly, as requested by his client, funds in Respondent’s possession which his  
6 client was entitled to receive in wilful violation of rule 4-100(B)(4) of the Rules of Professional  
7 Conduct.

8       – By not releasing Thurman’s file to either Thurman or Rihn until May 2001, Respondent  
9 failed to promptly release to his client, at his client’s request, all the clients papers and property  
10 in wilful violation of rule 3-700(D)(1) of the Rules of Professional Conduct.

11       – By not providing Thurman proof of the costs or an accounting of her settlement funds,  
12 Respondent failed to render an appropriate account to his client regarding all funds of his client  
13 coming into Respondent’s possession, in wilful violation of rule 4-100(B)(3) of the Rules of  
14 Procedure.

15  
16 **Case number 00-O-15472 - Reeves’s matter**

17 **Facts case no. 00-O-15472**

18       84. In February 1998 Marie Reeves (“Reeves”) hired Respondent on a contingency basis to  
19 represent her in a personal injury matter.

20       85. On May 27, 1998, Respondent filed a complaint for Reeves in the Los Angeles County  
21 Superior Court entitled *Reeves v. Los Angeles County Metropolitan Transportation Authority,*  
22 *Inc.* (“MTA”), case number SC052731.

23       86. In or about October 1999, Respondent and MTA’s counsel, James R. York (“York”),  
24 settled the Reeves matter for \$9,000. Respondent agreed to the settlement in Reeves’s case  
25 without Reeves’s knowledge or consent.

26       87. On October 27, 1999, York mailed a letter to Respondent, confirming the settlement of  
27 the Reeves matter for \$9,000, and enclosing a Release of All Claims (“release”). Respondent  
28 received York’s letter of October 27, 1999 and the release.

1 88. On or about November 10, 1999, Respondent or someone acting on his behalf signed  
2 Reeves's name to the release. Respondent thereafter caused the release to be transmitted to York  
3 for the purpose of inducing opposing counsel to release the settlement check to Respondent.

4 89. On or about November 15, 1999, Respondent signed a Request for Dismissal in the  
5 Reeves matter, which was filed with the court and entered on or about November 17, 1999.

6 90. On December 2, 1999, Respondent deposited a \$9,000 settlement draft issued by  
7 MTA, dated November 2, 1999, into his client trust account at Wells Fargo Bank, Account No.  
8 0454-693367 ("the CTA").

9 91. Respondent did not notify Reeves at any time that he had received her settlement funds.

10 92. Respondent was to withhold \$4,000 from Reeves's settlement funds for the purpose of  
11 paying the following medical providers: \$1,500 to Citizens Medical Group ("Citizens"); \$1,500  
12 to Dr. Donald Fluegel; and \$1,000 to Dinot Chiropractic.

13 93. Respondent calculated his attorney fees and costs in the Reeves matter at \$3,600 and  
14 \$535, respectively, for a total of \$4,135.

15 94. Reeves was to receive the balance of \$865 from her settlement funds.

16 95. To date, Respondent has not disbursed any monies to or on behalf of any of the medical  
17 providers or to Reeves.

18 96. Without paying Reeves or her medical providers, the balance in Respondent's CTA fell  
19 below zero as follows:

<u>Date</u>	<u>Balance</u>
03/06/01	- \$14,370.46
03/07/01	- \$17,146.46
07/18/02	- \$ 2,580.80

24 97. By not maintaining \$4,865 of the settlement funds for Reeves and her medical  
25 providers in the CTA through March 6, 2001, Respondent misappropriated \$4,865 of Reeves's  
26 funds for his own use and purpose.

1           **Conclusion of Law – case no. 00-O-15472**

2           – By settling Reeve's matter without her knowledge or consent; by causing Reeves's name  
3 to be signed to the release without her knowledge or consent; and by causing the release to be  
4 transmitted to opposing counsel in the Reeves matter for the purpose of inducing opposing  
5 counsel to release the settlement check to Respondent, Respondent committed acts involving  
6 moral turpitude in wilful violation of section 6106 of the Business and Professions Code.

7           – By not informing Reeves that he had received the \$9,000 on her behalf, Respondent  
8 failed to promptly notify his client of his receipt of his client's funds in wilful violation of rule  
9 4-100(B)(1) of the Rules of Professional Conduct.

10          – By not disbursing \$9,000 of the settlement funds to or on behalf of Reeves,  
11 Respondent failed to promptly pay or deliver, as requested by the client, funds in Respondent's  
12 possession which his client was entitled to receive in wilful violation of rule 4-100(B)(4) of the  
13 Rules of Professional Conduct.

14          — By not maintaining \$4,865 of the settlement funds for Reeves and her medical providers  
15 in the CTA through March 6, 2001, Respondent failed to maintain client funds in a trust account  
16 in wilful violation of rule 4-100(A) of the Rules of Professional Conduct.

17          — By misappropriating \$4,865 of Reeves's settlement funds, Respondent committed an act  
18 involving moral turpitude in wilful violation of section 6106 of the Business and Professions  
19 Code.

20  
21       **Case number 01-O-00682 - Maize's matter**

22           **Facts - case no. 01-O-682**

23           98. On June 3, 1998, Ann Maize ("Maize") hired Respondent on a contingency basis to  
24 represent her in a civil matter. On August 7, 1998, Respondent filed a complaint on behalf of  
25 Maize in the Los Angeles County Superior Court entitled *Ann Maize v. Woodranch BBQ and*  
26 *Grill, Inc., et al.*, case number LC045953.

27           99. In August 2000 Respondent settled the Maize matter for \$75,000.  
28

100. On August 29, 2000, GCU insurance company ("GCU") issued a settlement draft in the amount of \$73,866.75, payable to Maize and Respondent ("the first Maize settlement check").

101. On September 14, 2000, Respondent deposited the first Maize settlement check into his client trust account at Wells Fargo Bank, Account No. 0454-693367 ("the CTA").

102. Respondent made the following disbursements from the \$73,866.75 in the CTA in connection with Maize's settlement:

<u>Check</u>	<u>Date Paid</u>	<u>Payee</u>	<u>Amount</u>	<u>Balance</u>
				\$ 73,866.75
5795	09/18/00	Respondent	\$ 36,345.65	\$ 37,521.10
4323	10/16/00	Maize	\$ 5,000.00	\$ 32,521.10
4356	11/02/00	Maize	\$ 10,000.00	\$ 22,521.10

103. Without making further disbursements on behalf of Maize, the balance in the CTA fell below \$22,521.10 as follows:

<u>Date</u>	<u>Balance</u>
11/08/00	\$ 16,414.82
11/09/00	\$ 12,399.69

104. On November 15, 2000, check number 4366 from the CTA to Maize for \$10,741 was paid, bringing the balance to be maintained in the CTA for Maize to \$12,521.10.

105. On January 14, 2001, GCU issued a check in the amount of \$1,133.25, and was payable to Maize and Respondent.

106. On January 17, 2001, Respondent deposited the \$1,133.25 settlement check into the CTA, bringing the balance to be maintained in the CTA for Maize to \$13,654.35.

107. The balance in Respondent's CTA fell below \$13,654.35 as follows:

<u>Date</u>	<u>Balance</u>
02/01/01	\$ 11,934.57
02/09/01	\$ 11,886.57
02/22/01	\$ 10,001.74

1	02/23/01	\$ 9,429.80
2	03/06/01	- \$ 14,370.46
3	03/07/01	- \$ 17,146.46

4 108. By not maintaining \$22,521.10 of the settlement funds for Maize in the CTA through  
 5 November 8, 2000; and by not maintaining \$13,654.35 of the settlement funds for Maize in the  
 6 CTA through March 6, 2001, Respondent misappropriated \$13,654.35 of Maize's funds for his  
 7 own use and purpose.

8 109. Respondent made the following disbursements from the CTA for Maize's medical  
 9 expenses as follows:

10	<u>Check</u>	<u>Date Paid</u>	<u>Payee</u>	<u>Amount</u>	<u>Balance</u>
11					\$ 13,654.35
12	4546	04/10/01	Health & Home	\$ 120.00	
13	4542	04/11/01	JMP Physical Therapy	\$ 597.51	
14	4541	04/17/01	Dr. Michael Roback	\$ 4,150.00	
15	4543	04/17/01	Dr. Michael Smith	\$ 4,800.00	
16	4544	05/04/01	Vision Quest	\$ 650.00	\$ 3,336.84

17 110. At no time did Respondent ever account to Maize for the remaining balance of  
 18 \$3,336.84 of her settlement funds.

19 111. On November 20, 2000 and again on April 10, 2001, Maize sent letters to  
 20 Respondent, demanding that he provide receipts for all costs he claimed to have incurred in her  
 21 matter. Respondent received both letters. At no time did Respondent provide to Maize the  
 22 accounting she demanded.

### 23 Conclusions of Law - case no. 01-O-682

24 — By not maintaining \$13,654.35 of the settlement funds in the CTA on behalf of Maize,  
 25 Respondent failed to maintain client funds in a trust account in wilful violation of rule 4-100(A)  
 26 of the Rules of Professional Conduct.

27 — By paying funds in increments to Maize on October 16, November 2, and November 15,  
 28 2000; by not paying Maize's medical expenses until April and May 2001, and by not

1 completing the disbursement of Maize's settlement funds, Respondent failed to promptly pay, as  
2 requested by the client, funds in Respondent's possession which his client was entitled to receive  
3 in wilful violation of rule 4-100(B)(4) of the Rules of Professional Conduct.

4 – By not providing Maize with an accounting for the remaining balance of her settlement  
5 funds, and for all of Respondent's costs, Respondent failed to render appropriate accounts to a  
6 client regarding funds of his client coming into Respondent's possession in wilful violation of  
7 rule 4-100(B)(3) of the Rules of Professional Conduct.

8 – By misappropriating \$13,654.35 of Maize's settlement funds, Respondent committed an  
9 act of moral turpitude in wilful violation of section 6106 of the Business and Professions Code.

10  
11 **Case number 01-O-01250 - Mora's matter**

12 **Facts – case no. 01-O-1250**

13 112. On March 31, 2000, Joseph Mora ("Mora") hired Respondent to represent him in a  
14 legal malpractice action. On that same date, Mora paid Respondent an advance fee of \$2,500.  
15 On September 27, 2000, Respondent filed a complaint for Mora in the Los Angeles Superior  
16 Court entitled *Joseph Mora v. Steve Schwaber, Angel and Neistat, a California Partnership, and*  
17 *Does 1 to 100*, case number BC237537 (the "Mora matter").

18 113. On December 21, 2000, Respondent filed a Request for Dismissal in the Mora matter  
19 against defendant Steve Schwaber only.

20 114. On January 4, 2001, Respondent filed two amendments to the complaint in the Mora  
21 matter specifying the true names of defendants Doe 1 and Doe 2.

22 115. At no time did Respondent ever serve the complaint on any of the defendants in the  
23 Mora matter.

24 116. After January 4, 2001, Respondent performed no services of value to Mora.

25 117. On February 9, 2001, the court in the Mora matter filed and properly served on  
26 Respondent an Order to Show Cause re Failure to Prosecute ("the OSC").

1 118. On March 14, 2001, the court held a hearing on the OSC. Respondent did not appear  
2 at the hearing on the OSC; nor did he file any papers or proofs of service of the complaint with  
3 the court on or before the date of the OSC.

4 119. Respondent received a copy of the Court's February 9, 2001 OSC.

5 120. On March 14, 2001, the Court ordered the Mora matter dismissed for lack of  
6 prosecution.

7 121. Respondent never informed Mora that Mora's complaint had been dismissed for lack  
8 of prosecution.

9 **Conclusions of Law**

10 — By failing to serve the Mora complaint on any of the defendants; and by failing to  
11 perform any services of value to Mora after January 4, 2001 resulting in the court's dismissal of  
12 the Mora matter for lack of prosecution, Respondent intentionally failed to perform legal  
13 services with competence in wilful violation of rule 3-110(A) of the Rules of Professional  
14 Conduct.

15 — By not informing Mora of the dismissal of the Mora matter, Respondent failed to keep  
16 his client reasonably informed of a significant development in a matter with regard to which he  
17 had agreed to provide legal services in wilful violation of section 6068(m) of the Business and  
18 Professions Code.

19  
20 **Case number 01-O-03007 - Billington's matter**

21 **Facts - case no. 01-O-3007**

22 122. In 1999, Gerald Billington ("Billington") hired Respondent on a contingency basis to  
23 represent him in a civil matter. On January 31, 2000, Respondent filed a complaint for  
24 Billington in the Los Angeles County Superior Court entitled *Gerald Billington v. Yacoobian*  
25 *Enterprises*, case number BC224017 ("the Billington matter").

26 123. In April 2001, Respondent settled the Billington matter for \$25,000. Acceptance  
27 Insurance Company issued a \$25,000 draft dated May 1, 2001 and payable to Billington and  
28 Respondent.



1 124. On May 15, 2001, Respondent deposited the \$25,000 draft into his client trust account  
2 at Wells Fargo Bank, Account No. 0454-693367 ("the CTA").

3 125. Respondent made the following disbursements in connection with the Billington  
4 matter:

<u>Check</u>	<u>Date Paid</u>	<u>Payee</u>	<u>Amount</u>	<u>Balance</u>
				\$ 25,000.00
		Gerald Billington (loan)	\$ 200.00	
4590	05/17/01	Steven L. Mazza	\$11,024.04	
4592	06/08/01	Harvard Surgery Center	\$ 3,500.00	
4591	06/14/01	Premier Medical	\$ 3,500.00	
4593	06/19/01	Normandy Pharmacy	\$ 94.00	
6137	06/29/01	Gerald Billington	\$ 1,681.96	\$ 5,000.00

13 126. To date, Respondent has not disbursed the remaining \$5,000 of Billington's settlement  
14 funds to or on behalf of Billington or accounted for the funds.

15 127. After June 29, 2001, the balance in Respondent's CTA fell below the \$5,000 that  
16 should have remained in the CTA for Billington as follows:

<u>Date</u>	<u>Balance</u>
07/17/02	\$ 138.75
07/18/02	- \$ 2,580.00

20 128. By not maintaining \$5,000 of the settlement funds for Billington in the CTA through  
21 July 18, 2002, Respondent misappropriated \$5,000 of Billington's funds for his own use and  
22 purpose.

23 **Conclusions of Law**

24 – By not maintaining \$5,000 of the settlement funds for Billington in the CTA,  
25 Respondent failed to maintain client funds in a trust account in wilful violation of 4-100(A) of  
26 the Rules of Professional Conduct.

1       – By misappropriating \$5,000 of Billington’s settlement funds, Respondent committed an  
2 act involving moral turpitude in wilful violation of section 6106 of the Business and Professions  
3 Code.

4  
5       **Case number 01-O-03963 - Lackimia’s matter**

6       **Facts – case no. 01-O-3963**

7       129. On December 27, 1995, Mary Lackimia (“Lackimia”) hired Respondent on a  
8 contingency basis to represent her in a civil matter. On May 20, 1996, Respondent filed a  
9 lawsuit for Lackimia in the Los Angeles County Superior Court.

10       130. The Lackimia matter was set for trial on November 8, 1999. Respondent knew  
11 the date and time for trial.

12       131. On October 25, 1999, Respondent did not appear at a court-ordered status conference  
13 in the Lackimia matter. On that same date, the court dismissed the Lackimia matter.  
14 Respondent was properly served with a copy of the court’s order of dismissal in the Lackimia  
15 matter (the “court’s order”). Respondent received the court’s order.

16       132. Respondent sent a letter to Lackimia dated October 29, 1999 in which he informed her  
17 that the trial court had vacated the trial date in her case, and that Respondent would notify  
18 Lackimia as soon as a new trial date was obtained.

19       133. Respondent knew that his representation to Lackimia that the trial court had vacated  
20 the trial date in her case and that he would inform her of the new trial date as soon as it was  
21 obtained was false and misleading as the court had dismissed Lackimia’s case. This  
22 misrepresentation was material.

23       134. After the dismissal of Lackimia’s case, Respondent took no further action in the  
24 Lackimia matter until March 23, 2000, when Respondent filed a motion to set aside the dismissal  
25 (“motion”). Respondent’s motion was granted on July 25, 2000.

26       135. On or about August 29, 2000, Respondent’s office filed a Memorandum to Set Case  
27 for Trial in the Lackimia matter (“Memorandum”). The Memorandum was rejected by the court  
28

1 on or about October 13, 2000, and the Lackimia matter was not set for trial at that time.

2 Respondent received notice of the court's rejection of the Memorandum.

3 136. After the Memorandum was rejected by the court, Respondent took no further steps to  
4 obtain a trial date in the Lackimia matter or attempt to settle the case, or otherwise do anything  
5 on Lackimia's behalf.

6 137. In February 2002, the time to bring the case to trial expired in Lackimia's matter; her  
7 case was terminated; and she lost her cause of action against Ralphs Grocery Stores.

8 138. At no time did Respondent inform Lackimia that the court had dismissed her lawsuit.

9 139. At no time did Respondent notify Lackimia that he filed a motion to set aside the  
10 dismissal of her case.

11 140. At no time did Respondent notify Lackimia that the dismissal of her case was set  
12 aside by the court.

13 141. At no time did Respondent notify Lackimia that the time to bring the case to trial had  
14 expired on her cause of action, barring her from any recovery in her case.

15 **Conclusions of Law - case no. 01-O-3963**

16 – By misrepresenting a material fact to his client, Respondent committed an act of moral  
17 turpitude in wilful violation of section 6106 of the Business and Professions Code.

18 – By failing to take any steps to set aside the dismissal of the Lackimia matter for  
19 approximately five months; by failing to take any steps to obtain a trial date in the Lackimia  
20 matter after the court rejected the Memorandum; by failing to take any other action on  
21 Lackimia's behalf after the court's rejection of the Memorandum, Respondent intentionally  
22 failed to perform legal services with competence in wilful violation of rule 3-110(A) of the Rules  
23 of Professional Conduct.

24 – By failing to inform Lackimia of the dismissal of her lawsuit; by failing to notify  
25 Lackimia of his filing of a motion to set aside the dismissal of her lawsuit; by failing to notify  
26 Lackimia that the dismissal of her lawsuit had been set aside; and by failing to notify Lackimia  
27 that time to bring her case to trial had run on her cause of action thus barring her from any  
28 recovery in her case, Respondent failed to keep a client reasonably informed of significant

1 developments in a matter with regard to which Respondent had agreed to provide legal services  
2 in wilful violation of section 6068(m) of the Business and Professions Code.

3  
4 **Case number 02-O-11891 - Karamanyan's matter**

5 **Facts - case no. 02-O-11891**

6 142. In March 2000, Lena Karamanyan ("Karamanyan") hired Respondent on a  
7 contingency basis to represent her in a civil matter. On January 30, 2001, Respondent filed a  
8 complaint for Karamanyan in the Los Angeles County Superior Court entitled *Karamanyan v.*  
9 *Shemaria*, case number BC244202 ("the Karamanyan matter").

10 143. In January 2002, Respondent settled the Karamanyan matter for \$20,000.  
11 As a result, North American Specialty Insurance Company issued a check in the amount of  
12 \$20,000, payable to Respondent and Karamanyan, the same month.

13 144. On February 6, 2002, Respondent deposited the Karamanyan settlement check into his  
14 client trust account at Wells Fargo Bank, Account No. 0454-693367 ("the CTA").

15 145. Respondent made the following disbursements from the \$20,000 in the CTA related to  
16 the Karamanyan matter:

<u>Check</u>	<u>Date Paid</u>	<u>Payee</u>	<u>Amount</u>	<u>Balance</u>
				\$ 20,000
6413	02/25/02	Karamanyan	\$ 4,200.00	\$ 15,800
6415	02/27/02	Respondent	\$ 6,665.00	\$ 9,135

21 146. To date, Respondent has not disbursed the remaining \$9,135 of Karamanyan's  
22 settlement funds to, or on behalf of, Karamanyan.

23 147. To date, neither Respondent nor anyone acting on his behalf has provided an  
24 accounting to Karmanian of the settlement funds.

25 148. After February 27, 2002, the balance in the CTA fell below \$9,135 as follows:

<u>Date</u>	<u>Balance</u>
04/29/02	\$ 5,502.05
07/17/02	\$ 138.75

07/18/02 - \$ 2,580.00

149. By not maintaining \$9,135 of the settlement funds for Karamanyan through July 18, 2002, Respondent misappropriated \$9,135 of Karamanyan's funds for his own use and purpose.

**Conclusions of Law - 02-O-11891**

– By not providing an accounting to Karamanyan for all funds Respondent received on Karamanyan's behalf, Respondent failed to render an appropriate account to his client regarding all funds of his client coming into Respondent's possession in wilful violation of rule 4-100(B)(3) of the Rules of Professional Conduct.

– By not maintaining \$9,135 of the settlement funds for Karamanyan in the CTA, Respondent failed to maintain client funds in a trust account in wilful violation of rule 4-100(A) of the Rules of Professional Conduct.

– By misappropriating \$9,135 of Karamanyan's settlement funds, Respondent committed an act involving moral turpitude in wilful violation of section 6106 of the Business and Professions Code.

**Case number 02-O-12512 - Diaz's's matter**

**Facts - case no. 02-O-12512**

150. In June 1996, Antonio Diaz ("Diaz") hired Respondent on a contingency basis to represent him and his two minor children, Antonio Diaz, Jr. and Fernando Diaz, in a civil matter. On September 10, 1996, Respondent filed a complaint for Diaz in the Ventura County Superior Court entitled *Antonio Diaz v. Manuel Victor Balderama*, case number CIV167210.

151. In September 1998, Respondent settled the Diaz matter as follows: \$15,000 for Diaz; and \$2,500 each for the minor children, Antonio Diaz, Jr. and Fernando Diaz.

152. On September 21, 1998, Farmers Insurance issued the following three checks: check number 1136094700, in the amount of \$15,000, payable to Respondent and Diaz; check number 1136094701, in the amount of \$2,500, payable to Diaz as parent and legal guardian of Antonio Diaz, Jr., and Respondent; and check number 1136094702, in the amount of \$2,500, payable to Diaz as parent and guardian of Fernando Diaz, and Respondent.

1 153. On October 26, 1998, Respondent deposited the Diaz settlement checks, totaling  
2 \$20,000, into his client trust account at Wells Fargo Bank, Account No. 0454-693367 ("the  
3 CTA").

4 154. To date, Respondent has not disbursed any monies to or on behalf of Diaz, Antonio  
5 Diaz, Jr., or Fernando Diaz.

6 155. To date, neither Respondent nor anyone acting on his behalf has provided an  
7 accounting to Diaz of the settlement funds Respondent received for Diaz and Diaz's minor  
8 children.

9 156. After deducting 33 1/3% (or \$5,000) from Diaz's \$15,000 settlement and 25% (or  
10 \$1,250) from Diaz's minor children's settlement as attorney fees, Respondent was required to  
11 maintain at least \$13,750 in the CTA for Diaz and Diaz's minor children.

12 157. After October 26, 1998, the balance in the CTA fell below \$13,750 as follows:

13	<u>Date</u>	<u>Balance</u>
14	02/22/01	\$ 10,001.74
15	02/23/01	\$ 9,429.80
16	03/06/01	- \$ 14,370.46
17	03/07/01	- \$ 17,146.46

18 158. By not maintaining \$13,750 of the settlement funds for the Diazes in the CTA  
19 through March 6, 2001, Respondent misappropriated \$13,750 of the Diazes' funds for his own  
20 use and purpose.

21 **Conclusions of Law**

22 – By not maintaining \$13,750 of the settlement funds for Diaz and Diaz's minor children  
23 in the CTA, Respondent failed to maintain client funds in a trust account in wilful violation of  
24 rule 4-100(A) of the Rules of Professional Conduct.

25 – By not providing an accounting to Diaz for all funds Respondent received on Diaz's and  
26 Diaz's minor children's behalf, Respondent failed to render appropriate accounts to his clients  
27 regarding all funds of his clients coming into Respondent's possession in wilful violation of rule  
28 4-100(B)(3) of the Rules of Professional Conduct.

1       – By not disbursing to the Diazes’ their respective shares of their settlement proceeds at  
2 any time after Respondent received their settlement funds, Respondent failed to promptly pay, as  
3 requested by his clients, funds in Respondent’s possession which his clients were entitled to  
4 receive in wilful violation of rule 4-100(B)(4) of the Rules of Professional Conduct.

5       – By misappropriating \$13,750 of the Diazes’s settlement funds, Respondent committed  
6 acts involving moral turpitude in wilful violation of section 6106 of the Business and Professions  
7 Code.

8       – By not providing a written response to the allegations in the Diaz complaint or  
9 otherwise cooperating in the investigation of the Diaz complaint, Respondent failed to cooperate  
10 and participate in a disciplinary investigation pending against him in wilful violation of section  
11 6068(i) of the Business and Professions Code.

12  
13       **Case number 02-O-12557 - Donovan’s matter**

14       **Facts – case no. 02-O-12557**

15       159. In 2000, Kenneth Donovan (“Donovan”) hired Respondent on a contingency basis to  
16 represent him in a civil matter. On August 2, 2000, Respondent filed a complaint for Donovan  
17 in the Kern County Superior Court entitled *Kenneth Donovan v. Brian Supernaut [sic], Dawn*  
18 *Supernaut [sic], et al.*, case number 242148SPC. On August 21, 2000, Respondent filed a First  
19 Amended Complaint in case number 242148SPC.

20       160. On January 19, 2001, Respondent appeared at a status conference held by the court in  
21 the Donovan matter, during which the court set the following dates in the Donovan matter: a  
22 mandatory settlement conference (“MSC”) on July 6, 2001; a pretrial conference on July 27,  
23 2001; and trial on August 6, 2001. Respondent was present in court when the dates were set and  
24 was also properly served by the court with notice of the dates on January 23, 2001.

25       161. On July 6, 2001, the MSC was continued to July 27, 2001. Respondent did not appear  
26 at this July 6, 2001 hearing, but another attorney appeared on his behalf.

1       162. On July 27, 2001, the MSC was held and continued to August 6, 2001, the same date  
2 as the trial. Respondent did not appear at the July 27, 2001 MSC, but another attorney appeared  
3 on his behalf.

4       163. Respondent knew of the continuance of the MSC to August 6, 2001, and knew that  
5 trial was set for August 6, 2001.

6       164. On August 6, 2001, neither Respondent nor anyone acting on his behalf appeared at  
7 either the MSC or the trial. Respondent failed to inform the court of his inability to appear and  
8 failed to obtain leave of the court to not appear.

9       165. On August 6, 2001, the court continued both the MSC and the trial to August 8, 2001.  
10 Respondent was informed of the continuances of both the MSC and the trial to August 8, 2001.

11       166. On August 8, 2001, Respondent and defendants' counsel appeared before the court in  
12 the Donovan matter. After discussions with Respondent and defendants' counsel, the court on  
13 its own motion vacated the trial date and ordered Respondent to file and serve a second amended  
14 complaint by August 18, 2001. The court then set a Status/Trial Setting Conference to be held  
15 on October 9, 2001, and further ordered Respondent to show cause on October 9, 2001 why  
16 sanctions should not be imposed against him for failure to appear and delay of trial and  
17 settlement procedures. Respondent was present in court when the court made these orders.

18       167. On or about August 13, 2001, the court properly served Respondent with its Order to  
19 Appear and Show Cause Why Sanctions Should Not Be Imposed ("the August 2001 OSC").  
20 Respondent was ordered to appear in person before the court on October 9, 2001 at 8:00 a.m. for  
21 the hearing on the August 2001 OSC. Respondent received a copy of the August 2001 OSC.

22       168. Respondent did not file a second amended complaint in the Donovan matter on or  
23 before August 18, 2001.

24       169. On October 9, 2001, the Status/Trial Setting Conference ("TSC") was held in the  
25 Donovan matter, as well as the hearing on the August 2001 OSC. Respondent did not personally  
26 appear in court on this date for either the TSC or the hearing on the August OSC. Another  
27 attorney appeared instead of Respondent.  
28



1 170. On October 9, 2001, the court set a new trial date for February 25, 2002 in the  
2 Donovan matter.

3 171. On October 9, 2001, the court disallowed the filing of a second amended complaint as  
4 no second amended complaint had been filed by Respondent on or before August 18, 2001. The  
5 court ordered that the trial would proceed on the first amended complaint only.

6 172. On October 9, 2001, the court held a hearing on the August 2001 OSC and imposed  
7 sanctions on Respondent in the amount of \$500 for his failure to appear, for his delay of  
8 trial/settlement procedures, and for his failure to comply with prior court orders. The court  
9 imposed additional sanctions against Respondent in the amount of \$250 for his failure to  
10 personally appear at the October 9, 2001 hearing on the August 2001 OSC. The court ordered  
11 that sanctions, totaling \$750, were to be paid by Respondent ten days from the date of notice.

12 173. On or about October 11, 2001, Respondent was properly served by the court with  
13 notice of the court's October 9, 2001 orders. Respondent received a copy of the court's notice.

14 174. Respondent did not pay the sanctions imposed on October 9, 2001 as ordered by the  
15 court.

16 175. On February 25, 2002, Respondent failed to appear for trial in the Donovan matter.  
17 On that date, the court vacated the trial dates, set a Trial Setting Conference for April 19, 2002  
18 and made an Order to Appear to Respondent re sanctions for failure to advise the court of  
19 Respondent's unavailability for trial on February 25, 2002.

20 176. On or about February 28, 2002, the court filed and properly served Respondent with  
21 its Notice of Trial Setting Conference, which ordered Respondent to appear in person at the  
22 April 19, 2002 Trial Setting Conference. Respondent received the court's Notice of Trial Setting  
23 Conference.

24 177. On or about February 28, 2002, the court filed and properly served Respondent with  
25 its Order to Appear and Show Cause Why Sanctions Should Not Be Imposed ("Order to  
26 Appear"), ordering Respondent to appear in person before the court on April 19, 2002 at 8:00  
27 a.m. Respondent received a copy of the court's Order to Appear.

1 178. On or about April 18, 2002, Respondent was substituted out of the Donovan matter as  
2 counsel for Donovan.

3 179. On April 19, 2002, Respondent failed to appear for the trial setting conference and  
4 order to appear.

5 180. On April 19, 2002, the court imposed sanctions against Respondent in the amount of  
6 \$1,000 (in addition to the already-imposed, but as yet unpaid, sanctions against Respondent in  
7 the amount of \$750 imposed by the court on or about October 9, 2001). The sanctions, now  
8 totaling \$1,750, were ordered to be paid within twenty days of the date of notice of the order.

9 181. On or about April 22, 2002, Respondent was properly served by the court with notice  
10 of its April 19, 2002 orders.

11 182. Respondent received a copy of the court's April 19, 2002 orders.

12 183. Respondent did not appeal or otherwise seek relief from the court's April 19, 2002  
13 order imposing sanctions.

14 184. Respondent did not pay the sanctions as ordered by the court on or about April 19,  
15 2002.

16 185. To date, Respondent has not paid the approximately \$1,750 in sanctions ordered by  
17 the court in the Donovan matter.

18 186. At no time did Respondent report to the State Bar of California, in writing or  
19 otherwise, the imposition of \$1,000 in sanctions against him by the court in the Donovan matter  
20 on April 19, 2002.

21 **Conclusions of Law case no. 02-O-12557**

22 – By failing to appear in court on August 6, 2001 for the trial in the Donovan matter  
23 without leave of the court; by failing to file a Second Amended Complaint in the Donovan  
24 matter; and by failing to appear in court on February 25, 2002 for the rescheduled  
25 commencement of the trial in the Donovan matter, thereby delaying Donovan's trial for at least  
26 eight months, Respondent intentionally failed to perform legal services with competence in  
27 wilful violation of rule 3-110(A) of the Rules of Professional Conduct.  
28

1       – By failing to appear in person, as ordered by the court, at the hearings on the Orders to  
2     Appear and Show Cause held on or about October 9, 2001 and on or about April 19, 2002; by  
3     failing to pay the \$750 in sanctions against him, as ordered by the court on or about October 9,  
4     2001; and by failing to pay the \$1,000 in sanctions against him, as ordered by the court on or  
5     about April 19, 2002, Respondent disobeyed or violated orders of the court requiring him to do  
6     an act connected with or in the course of Respondent's profession which he ought in good faith  
7     to have done in wilful violation of section 6103 of the Business and Professions Code.

8       – By not reporting the sanction against him in the amount of \$1,000 ordered by the court in  
9     the Donovan matter on April 19, 2002, Respondent failed to report to the agency charged with  
10    attorney discipline, in writing, within 30 days of the time Respondent had knowledge of the  
11    imposition of any judicial sanctions against Respondent in wilful violation of section 6068(o)(3)  
12    of the Business and Professions Code.

13  
14    **Case number 02-O-12572 - Singleton's matter**

15       **Facts case no. 02-O-12572**

16       187. On May 2, 2002, the State Bar of California ("State Bar") opened an investigation,  
17     case no. 02-O-12572, pursuant to a complaint submitted by Pamela Singleton ("the Singleton  
18     complaint").

19       188. On June 11, 2002, State Bar Investigator Dolores Faile ("Faile") wrote to Respondent  
20     regarding the Singleton complaint, requesting Respondent to respond in writing to specified  
21     allegations of misconduct being investigated by the State Bar in the Singleton complaint.

22       189. Respondent received Faile's letter of June 11, 2002 and asked Faile for an extension  
23     of time to respond to her letter, to July 18, 2002.

24       190. On July 13, 2002, Respondent asked Faile for a further extension of time to respond to  
25     her June 11, 2002 letter, to August 1, 2002.

26       191. Respondent did not respond in writing to the allegations in Faile's letter of June 11,  
27     2002, or otherwise communicate with Faile concerning the Singleton complaint by August 1,  
28     2002 or at any time thereafter.

1           **Conclusion of Law**

2           – By not providing a written response to the allegations in the Singleton complaint or  
3 otherwise cooperating in the investigation of the Singleton complaint, Respondent failed to  
4 cooperate and participate in a disciplinary investigation pending against him in wilful violation  
5 of section 6068(i) of the Business and Professions Code.  
6

7           **Case number 02-O-15009 - Girma's matter**

8           **Facts - case 02-O-15009**

9           192. In 1996, Yared Girma ("Girma") hired Respondent on a contingency basis to  
10 represent him in a civil matter. On November 21, 1996, Respondent filed a lawsuit for Girma in  
11 the Los Angeles County Municipal Court entitled *Yared Girma v. Coca-Cola Bottling Company*,  
12 case number 96K25539.

13           193. In July 1998, Respondent settled the Coca-Cola matter for \$2,182.10.

14           194. On July 14, 1998, Constitution State Service Company issued a check in the amount  
15 of \$2,182.10, payable to Girma, Respondent, and attorney Trevor Sutton.

16           195. On August 21, 1998, Respondent deposited the \$2,182.10 check into his client trust  
17 account at Wells Fargo Bank, Account No. 0454-693367 ("the CTA").

18           196. On September 23, 1998, check number 4935 from the CTA to Respondent for  
19 \$1,467.37 was paid. Check number 4935 represented Respondent's attorney fees and costs he  
20 claimed to have incurred in the Coca-Cola matter.

21           197. After deducting his fees and costs from the Coca-Cola settlement funds, Respondent  
22 was to disburse to Girma the remaining balance of the settlement funds or \$714.73.

23           198. To date, Respondent has not disbursed any portion of the \$714.73 to Girma.

24           199. To date, neither Respondent nor anyone acting on his behalf has provided to Girma an  
25 accounting of Girma's settlement funds.  
26  
27  
28

200. The balance in Respondent's CTA fell below \$714.73 as follows:

<u>Date</u>	<u>Balance</u>
03/06/01	- \$ 14,370.46
03/07/01	- \$ 17,146.46

201. By not maintaining \$714.73 of the settlement funds for Girma in the CTA through March 6, 2001, Respondent misappropriated \$714.73 of Girma's funds for his own use and purpose.

202. In or about December 1997, Yared Girma ("Girma") hired Respondent on a contingency basis to represent him in a civil matter.

203. On May 28, 1998, Respondent filed a complaint on behalf of Girma in the Los Angeles County Municipal Court entitled *Yared Girma v. Los Angeles County Metropolitan Transportation Authority*, case number 98K10264 (the “MTA matter”).

204. In or about July 2001, Respondent settled the MTA matter for \$3,000.

205. On or about July 24, 2001, MTA's counsel, Jimmie Johnson ("Johnson") delivered a letter dated July 24, 2001, with a Release of All Claims ("release") in the MTA matter, to Respondent's office. In Johnson's letter, he advised Respondent that he would forward a settlement draft to Respondent upon receipt of the Release and a conformed copy of a Request for Dismissal of the MTA matter.

206. Respondent received Johnson's letter of July 24, 2001 and the release.

207. Trial in the MTA matter was scheduled to commence on or about July 31, 2001. Respondent did not communicate in any fashion with Johnson between on or about July 24, 2001 and July 31, 2001, nor did he provide Johnson with the executed release and a conformed copy of a request for dismissal, as Johnson had requested in his letter of July 24, 2001.

208. Respondent did not file a request for dismissal in the MTA matter on or before July 31, 2001. The trial in the MTA matter, set to begin on July 31, 2001, remained on the court's calendar.

1       209. On July 31, 2001, Respondent did not appear in court for the MTA matter, or  
2 otherwise communicate with the court. The court was informed of the tentative settlement  
3 reached in the case.

4       210. On July 31, 2001, the court set a hearing on an Order to Show Cause ("the OSC") in  
5 the MTA matter, to be held on or about September 21, 2001.

6       211. Respondent was properly served by the court with notice of the hearing on the OSC.

7       212. On September 21, 2001, Respondent did not appear at the hearing on the OSC, nor did  
8 he file a request for dismissal of the MTA matter on or before that date. On September 21, 2001,  
9 the court on its own motion dismissed the MTA matter.

10       213. On July 25, 2001, the MTA issued a check in the amount of \$3,000, payable to Girma  
11 and Respondent. The check was valid for a period of sixty days only. The MTA settlement  
12 check was not delivered to Respondent as Respondent had not provided a duly-executed release  
13 to Johnson or filed a request for dismissal of the MTA matter.

14       214. In or about late January 2002, Respondent sent the release, which was purportedly  
15 executed on or about December 10, 2001, to Johnson. By that time, the MTA settlement check  
16 issued on or about July 25, 2001 had expired.

17       215. After sending the release to Johnson in or about January 2002, Respondent began  
18 demanding that Johnson send him the settlement check in the MTA matter.

19       216. On or about September 10, 2002, MTA issued a second settlement check, in the  
20 amount of \$3,000, payable to Girma and Respondent, to replace the original, expired settlement  
21 check. The replacement settlement check was valid for a period of sixty days and would expire  
22 on or about November 29, 2002.

23       217. On or about September 19, 2002, Johnson wrote to Respondent, notifying Respondent  
24 that Johnson had received the replacement settlement check from his client and requesting  
25 Respondent to make arrangements to pick up the check from Johnson's office.

26       218. Respondent received Johnson's letter of September 19, 2002. Neither  
27 Respondent nor anyone acting on his behalf made any efforts to collect the replacement  
28 settlement check from Johnson's office.

1       219. On or about October 21, 2002 and again on or about October 25, 2002, Johnson  
2 personally went to Respondent's office to deliver the replacement settlement check. On both  
3 occasions Johnson was unable to deliver the check, as Respondent's office was closed.

4       220. On or about November 11, 2002, Johnson faxed a letter to Respondent in which he  
5 stated that the replacement check was about to expire. Johnson requested Respondent to make  
6 arrangements to pick up the check from Johnson's office, as Johnson required a receipt to be  
7 signed for the check.

8       221. Respondent received Johnson's faxed letter of November 11, 2002 but made no  
9 attempt to collect the replacement settlement check from Johnson's office. Respondent wrote to  
10 Johnson on November 12, 2002 and requested that Johnson mail the replacement settlement  
11 check to Respondent. Johnson declined to do so.

12       222. On or about December 11, 2002, after the replacement settlement check had expired,  
13 Respondent sent a letter to Johnson, and requested that Johnson mail the replacement settlement  
14 check to Respondent, as Respondent was "unavailable" to pick up the check from Johnson.

15       223. The MTA issued no further settlement checks in the MTA matter.

16       224. Respondent never concluded the settlement of the MTA matter.

17       225. Respondent never informed Girma of the following: that Respondent did not timely  
18 submit the release to Johnson; that the court on its own motion dismissed the MTA matter; that  
19 Respondent never obtained the original settlement check issued on July 25, 2001; that MTA had  
20 issued a replacement settlement check on September 10, 2002; that Respondent never obtained  
21 the replacement settlement check from MTA's counsel; that the replacement settlement check  
22 expired on November 29, 2002; and that Respondent took no further steps after the expiration of  
23 the replacement settlement check to conclude the settlement of the MTA matter.

24       226. On May 9, 2002, Girma mailed a letter to Respondent, requesting Respondent to  
25 provide Girma with his files in three matters, including the Coca-Cola and MTA matters.

26       227. Respondent received Girma's letter of May 9, 2002.

27       228. To date, Respondent has not provided or made available Girma's files to Girma.  
28

1           **Conclusions of Law**

2           – By not maintaining \$714.73 of the settlement funds for Girma in the CTA, Respondent  
3 failed to maintain client funds in a trust account in wilful violation of rule 4-100(A) of the Rules  
4 of Professional Conduct.

5           – By not disbursing any monies to Girma, Respondent failed to promptly pay or deliver, as  
6 requested by his client, funds in Respondent's possession which his client was entitled to receive  
7 in wilful violation of rule 4-100(B)(4) of the Rules of Professional Conduct.

8           – By not providing Girma with an accounting for his settlement funds, Respondent failed  
9 to render an appropriate account to his client regarding all funds of his client coming into  
10 Respondent's possession in wilful violation of rule 4-100(B)(3) of the Rules of Professional  
11 Conduct.

12           – By misappropriating \$714.73 of Girma's settlement funds, Respondent committed an act  
13 of moral turpitude in wilful violation of section 6106 of the Business and Professions Code.

14           – By failing to take reasonable steps to conclude the settlement of the Girma matter  
15 and obtain a valid settlement check for Girma from opposing counsel, thereby causing Girma to  
16 lose \$3,000 in settlement monies, Respondent intentionally failed to perform legal services with  
17 competence in wilful violation of rule 3-110(A) of the Rules of Professional Conduct.

18           – By never informing Girma that he did not timely submit the Release to Johnson; that the  
19 court on its own motion dismissed the MTA matter; that he never obtained the original  
20 settlement check issued on or about July 25, 2001; that MTA had issued a replacement  
21 settlement check on or about September 10, 2002; that he never obtained the replacement  
22 settlement check from MTA's counsel; that the replacement settlement check expired on or  
23 about November 29, 2002; and that he took no further steps after the expiration of the  
24 replacement settlement check to conclude the settlement of the MTA matter, Respondent failed  
25 to keep his client reasonably informed of a significant development in a matter with regard to  
26 which he had agreed to provide legal services in wilful violation of section 6068(m) of the  
27 Business and Professions Code.  
28



1           – By not releasing Girma’s files to Girma despite Girma’s request for them, Respondent  
2 failed to promptly release to his client, at his client’s request, all his client’s papers and property  
3 in wilful violation of rule 3-700(D)(1) of the Rules of Professional Conduct.

4  
5 **Case number 03-O-01319 - Adley’s matter**

6 **Facts – case no. 03-O-1319**

7           229. On April 9, 1997, Kenneth Adley (“Adley”) hired Respondent on a contingency basis  
8 to represent him in a civil matter. On June 30, 1997, Respondent filed a complaint for Adley in  
9 the Ventura County Municipal Court entitled *Kenneth Adley v. Joe Iniquez*, case number  
10 CIV173974.

11           230. On June 3, 1998, Adley was awarded \$8,531.66 plus court costs of \$1,738.21 in the  
12 Adley matter. Thereafter, Allstate Indemnity Company (“Allstate”) issued a check in the  
13 amount of \$5,462, payable to Respondent and Adley, representing the bodily injury portion of  
14 the settlement in the Adley matter.

15           231. Additionally, Allstate issued a check in the amount of \$3,069.66, payable to  
16 Respondent and Adley, representing the property damage settlement in the Adley matter, and  
17 also issued a check in the amount of \$1,738.21, payable to Respondent and Adley, representing  
18 the court costs awarded in the Adley matter.

19           232. On August 12, 1998, Respondent deposited the Adley settlement checks, totaling  
20 \$10,269.87, into his client trust account at Wells Fargo Bank, Account No. 0454-693367 (“the  
21 CTA”).

22           233. Respondent was to withhold \$2,421 from Adley’s settlement funds to pay Robert M.  
23 Johnson, D.C.

24           234. The following checks were paid from the \$10,269.87 in the CTA related to the Adley  
25 matter:

<u>Check</u>	<u>Date Paid</u>	<u>Payee (Purpose)</u>	<u>Amount</u>	<u>Balance</u>
				\$10,269.87
5034	10/01/98	Respondent (fees/costs)	\$4,857.16	

1	5036	10/13/98	Robert M. Johnson, D.C.	\$ 300.00	
2	5035	02/09/99	Adley	\$2,697.67	\$ 2,421.04

3 235. On November 26, 2002, Adley faxed a letter (dated October [sic] 22, 2002) to  
4 Respondent. In the fax, Adley stated that Johnson's \$2,421 lien had not been paid. Adley  
5 requested Respondent to provide a detailed accounting of disbursements made in Adley's matter,  
6 including any cancelled checks.

7 236. Respondent received Adley's November 26, 2002 fax, but did not provide Adley with  
8 any accounting at that time.

9 237. On December 30, 2002, Adley faxed another letter to Respondent. In the fax, Adley  
10 again requested Respondent to provide a documented and full accounting of Adley's settlement  
11 proceeds, including cancelled checks.

12 238. Respondent received Adley's December 30, 2002 fax, but did not provide Adley with  
13 any accounting at that time.

14 239. At no time on or after February 9, 1999 did Respondent disburse any portion of the  
15 remaining \$2,421.04 of Adley's settlement funds to, or on behalf of, Adley.

16 240. The balance in the CTA fell below \$2,421.04 as follows:

17	<u>Date</u>	<u>Balance</u>
18	03/06/01	- \$ 14,370.46
19	03/07/01	- \$ 17,146.46
20	03/08/01	- \$ 8,193.46

21 241. By not maintaining \$2,421.04 of the settlement funds for Adley in the CTA through  
22 March 6, 2001, Respondent misappropriated \$2,421.04 of Adley's funds for his own use and  
23 purpose.

24 **Conclusions of Law case no. 03-O-1319**

25 – By not providing an accounting to Adley for all funds Respondent received on Adley's  
26 behalf, Respondent failed to render appropriate accounts to his client regarding all funds of his  
27 client coming into Respondent's possession in wilful violation of rule 4-100(B)(3) of the Rules  
28 of Professional Conduct.

1       – By not maintaining \$2,421.04 of the settlement funds for Adley in the CTA, Respondent  
2 failed to maintain client funds in a trust account in wilful violation of rule 4-100(A) of the Rules  
3 of Professional Conduct.

4       – By misappropriating \$2,421.04 of Adley's settlement funds, Respondent committed an  
5 act of moral turpitude in wilful violation of section 6106 of the Business and Professions Code.  
6

7       **Case number 03-O-01824 - Cusimanos' matter**

8               **Facts - case no. 03-O-1824**

9       242. On June 23, 2000, Ross and Paulette Cusimano ("Ross" and "Paulette"; collectively,  
10 the "Cusimanos") hired Respondent on a contingency basis to represent them in a civil matter.

11       243. On October 30, 2000, Respondent filed a complaint for the Cusimanos in the Los  
12 Angeles County Superior Court entitled *Cusimano v. Chang*, case number KC034405.

13       244. In July 2001, Respondent settled Ross's claim in the Cusimano matter for \$15,000.

14       245. On July 3, 2001, Allstate Indemnity Company ("Allstate") issued a check in the  
15 amount of \$15,000, payable to Respondent and Ross ("Ross's settlement check").

16       246. On July 25, 2001, Respondent deposited Ross's settlement check into his client trust  
17 account at Wells Fargo Bank, Account No. 0454-693367 ("the CTA").

18       247. Respondent claimed 40%, or \$6,000, in attorney fees from Ross's settlements plus  
19 costs in the amount of \$1,469.45, for a total of \$7,469.45 in attorney fees and costs. Respondent  
20 was to withhold \$6,341.29 from Ross's settlement funds to pay Ross's medical bills. After  
21 deducting Respondent's fees and costs, and the funds to pay medical providers, Ross was to net  
22 the remaining balance of his settlement funds, or \$1,189.26.

23       248. To date, Respondent has not disbursed any portion of Ross's settlement funds to, or  
24 on behalf of, Ross.

25       249. Between July 25, 2001 and the present, Respondent was required to maintain  
26 \$7,530.55 in the CTA for Ross.  
27  
28

1        250. After July 25, 2001, the balance in the CTA fell below \$7,530.55 as follows:

2	<u>Date</u>	<u>Balance</u>
3	10/22/01	\$ 6,240.84
4	04/30/02	\$ 5,502.05
5	07/17/02	\$ 138.75
6	07/18/02	- \$ 2,580.80

7        251. By not maintaining \$7,530.55 of the settlement funds for Ross in the CTA  
8 through July 18, 2002, Respondent misappropriated \$7,530.55 of Ross's funds for his own use  
9 and purpose.

10       252. In or about January 2003, Respondent settled Paulette Cusimano's claim in the  
11 Cusimano matter for \$15,000.

12       253. On January 6, 2003, Allstate issued a check in the amount of \$15,000, payable to  
13 Respondent and Paulette ("Paulette's settlement check").

14       254. On January 9, 2003, Respondent deposited Paulette's settlement check into a client  
15 trust account at Wells Fargo Bank, account number 1936432382 ("the second CTA").

16       255. Respondent claimed 40%, or \$6,000, in attorney fees from Paulette's settlements plus  
17 costs in the amount of \$1,469.48, for a total of \$7,469.48 in attorney fees and costs. Respondent  
18 withheld \$4,060.76 from Paulette's settlement funds to pay Paulette's medical providers. After  
19 deducting Respondent's fees and costs, and the funds to pay Paulette's medical providers,  
20 Paulette was to net the remaining balance of her settlement funds, or \$3,469.76.

21       256. To date, Respondent has not disbursed any of Paulette's \$15,000 settlement to  
22 Paulette or her medical providers.

23       257. On or about April 11, 2003, Ross Cusimano sent a letter to Respondent in which he  
24 requested that Respondent provide a list of all the Cusimanos' medical bills currently due and  
25 the exact amount of each unpaid bill.

26       258. Respondent received Ross Cusimano's April 11, 2003 letter.

27       259. Respondent represented to the Cusimanos that he had paid all of their current medical  
28 bills.

1       260. When Respondent represented to the Cusimanos that he had paid all of their current  
2 medical bills, he knew that his representation was false in that he had not paid any of their  
3 medical bills.

4       261. Respondent misappropriated \$7,530.52 of Paulette's settlement funds for his own  
5 use and purpose.

6       262. In or about April 2003, Ross requested his and Paulette's files from Respondent.

7       263. On or about April 24, 2003, Ross sent Respondent an e-mail, in which he stated that  
8 the Cusimanos had not yet received their files from Respondent, as requested.

9       264. At no time did Respondent provide or make the files available to the Cusimanos.

10       **Conclusions of Law - case no. 03-O-1824**

11       – By not maintaining \$7,530.55 of the settlement funds for Ross in the CTA, Respondent  
12 failed to maintain client funds in a trust account in wilful violation of rule 4-100(A) of the Rules  
13 of Professional Conduct.

14       – By misappropriating \$7,530.55 of Ross's settlement funds, Respondent committed an  
15 act of moral turpitude in wilful violation of section 6106 of the Business and Professions Code.

16       – By not paying Paulette's funds held in the CTA to Paulette or her medical providers,  
17 Respondent failed to promptly pay or deliver, as requested by the client, funds in Respondent's  
18 possession which the client was entitled to receive in wilful violation of rule 4-100(B)(4) of the  
19 Rules of Professional Conduct.

20       – Respondent's misrepresentation to the Cusimanos that he had paid all of their current  
21 medical bills was material.

22       – By misrepresenting a material fact to his clients, Respondent committed an act involving  
23 moral turpitude in wilful violation of section 6106 of the Business and Professions Code.

24       – By misappropriating \$7,530.52 of Paulette's settlement funds, Respondent committed an  
25 act of moral turpitude in wilful violation of section 6106 of the Business and Professions Code.

26       – By not releasing the Cusimanos' files to them, Respondent failed to promptly release to  
27 his client, at his client's request, all his client's papers and property in wilful violation of rule  
28 3-700(D)(1) of the Rules of Professional Conduct.

1 **Case number 03-O-04497 - White-Curtis's matter**

2 **Facts - case no. 03-O-4497**

3 265. In February 2003, Annie A. White-Curtis ("Curtis") hired Respondent on a  
4 contingency basis to represent her in a civil matter.

5 266. On January 14, 2004, Respondent filed a complaint for Curtis in the Los Angeles  
6 County Superior Court entitled *Annie Whitecurtis [sic] v. Jones L. Jones Management Group*,  
7 case number BC309107.

8 267. On January 22, 2004, the court in the Curtis matter properly served Respondent with  
9 an Order to Show Cause for Failure to File Proof of Service ("the OSC"), ordering Respondent  
10 to appear before the court on March 12, 2004 and show cause why sanctions, including dismissal  
11 of the action, should not be imposed.

12 268. Respondent received the copy of the OSC.

13 269. Respondent failed to appear at the hearing on the OSC held on March 12, 2004.

14 270. On March 12, 2004, the court dismissed the Curtis matter for lack of prosecution.

15 271. At no time did Respondent inform Curtis that her case had been dismissed for lack of  
16 prosecution.

17 **Conclusions of Law - case no. 03-O-4497**

18 – By not serving the Summons and Complaint in the Curtis matter and by not appearing at  
19 the OSC, Respondent intentionally failed to perform legal services with competence in wilful  
20 violation of rule 3-110(A) of the Rules of Professional Conduct.

21 – By not informing Curtis of the dismissal of her case by the court, Respondent failed to  
22 keep a client reasonably informed of significant developments in a matter in which Respondent  
23 had agreed to provide legal services in wilful violation of section 6068(m) of the Business and  
24 Professions Code.

25 **DISMISSALS**

26 The parties respectfully request the court dismiss the following counts, pursuant to this  
27 stipulation, in the interests of justice:  
28

1        Case no.02-O-12557

2        – Failure to cooperate and participate in a disciplinary investigation (section 6068(i) of  
3 the Business and Professions Code).

4        Case no.03-O-1319

5        – Failure to cooperate and participate in a disciplinary investigation ( section 6068(i) of  
6 the Business and Professions Code).

7        Case no. 03-O-4497

8        – Failure to cooperate and participate in a disciplinary investigation (section 6068(i) of  
9 the Business and Professions Code).

10       Case no. 00-O-15192

11       – Failure to Notify of Receipt of Client Funds (RPC 4-100(B)(1).)

12       Case no. 01-O-682

13       – Failure to Cooperate in Investigation (Bus. Prof. Code 6068(i).)

14       Case no. 01-O-3007

15       – Failure to Provide Accounting (RPC 4-100(B)(3).)

16       Case no. 01-O-3963

17       – Failure to Cooperate in Investigation (Bus. Prof. Code 6068(i).)

18       Case no. 02-O-11891

19       – Failure to Cooperate in Investigation (Bus. Prof. Code 6068(i).)

20       Case no. 02-O-12512

21       – Failure to Cooperate in Investigation (Bus. Prof. Code 6068(i).)

22       **RESTITUTION CONDITIONS**

23       As a condition of his Alternative Discipline Program (ADP) participation, Respondent  
24 may be required to pay restitution.

25       \* Respondent expressly waives any objection to immediate payment by the State Bar  
26 Client Security Fund (CSF) upon a claim(s) for the principal amounts of restitution set forth  
27 herein.  
28

1           \* Respondent waives any objection related to the State Bar's (including without  
2 limitation OCTC, CSF or State Bar Court) notification to the above parties and other claimants  
3 herein regarding the amounts due to them under this restitution schedule (whether principal or  
4 interest), or regarding assistance in obtaining restitution or payment from CSF or from  
5 Respondent, at any time after Respondent's admission to ADP. Respondent expressly waives  
6 confidentiality for purposes of effectuating this section, has reviewed Rule of Procedure 806 and  
7 has had opportunity to consult with counsel prior to this waiver(s).

8           Restitution Obligations – Respondent agrees the following amounts are due to the  
9 claimants below (with interest due from the dates indicated):

- 10           1. Cuauhtemoc Vasquez. \$500.00 from April 1, 1998.
- 11           2. Monica Gonzales. Because Respondent settled this case without authority he agrees  
12 to disgorge his entire fee to his client, \$3020.33, from January 1, 1999.
- 13           3. Teresa Thurman. \$4629.00 from May 1, 2001.
- 14           4. Marie Reeves. Because Respondent settled this case without authority he agrees to  
15 disgorge his entire fee to his client, \$3600.00. In addition he owes restitution of \$4865. (Total  
16 restitution \$8465.00 from January 1, 2000).
- 17           5. Ann Maize. \$3336.84 from July 1, 2001.
- 18           6. Joseph Mora. \$2500.00 from April 1, 2001.
- 19           7. Gerald Billington. \$5000.00 from July 1, 2001.
- 20           8. Lena Karamanyan. \$9135.00 from March 1, 2002.
- 21           9. Antonio Diaz. \$13,750.00 from January 1, 1999.
- 22           10. Yared Girma. \$714.73 from October 1, 1998.
- 23           11. Kenneth Adley. \$2421.00 from January 1, 2000.
- 24           12. Ross Cusimano. \$7530.00 from January 1, 2002.
- 25           13. Paulette Cusimano. \$7530.00 from February 1, 2003.
- 26           14. Gregory Bakarian. Respondent agrees to provide an accounting in writing, sent  
27 certified mail, to Mr. Bakarian within thirty (30) days of the entering the Alternative Discipline  
28 Program. Respondent shall retain a copy of this accounting and letter for his own records and



1 provide it upon request to the State Bar Court, Office of Probation or Office of Chief Trial  
2 Counsel. Said accounting will specify the costs and fees, with particularity, that were assessed  
3 in Mr. Bakarian's personal injury matter that formed the basis of case no. 00-O-15192. In the  
4 event Mr. Bakarian subsequently elects to challenge the fees and costs through fee arbitration,  
5 Respondent expressly waives any defense based on statute(s) of limitation. Moreover, any  
6 award arising out of any such fee arbitration shall be treated as if it were specific restitution  
7 amount, and shall be paid as a condition of successful completion of the Alternative Discipline  
8 Program.

9 **PENDING PROCEEDINGS**

10 The written disclosure referred to on page 1, section A(6) was provided on October 25, 2005.

11 ///// END OF ATTACHMENT /////

(Do not write above this line.)

In the Matter of  STEVEN LANCE MAZZA Bar # 101076	Case number(s): 98-O-01674; 99-O-13107; 00-O-10467; 00-O-14827; 00-O-15192; 00-O-15357; 00-O-15472; 01-O-00682; 01-O-01250; 01-O-03007; 01-O-03963; 02-O-11891; 02-O-12512; 02-O-12557; 02-O-12572; 02-O-15009; 03-O-01319; 03-O-01824; & 03-O-04497
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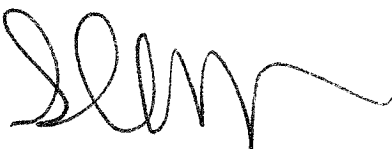
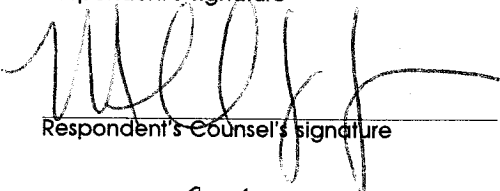
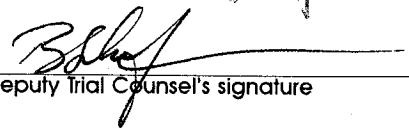
### SIGNATURE OF THE PARTIES

By their signatures below, the parties and their counsel, as applicable, signify their agreement with each of the recitations and each of the terms and conditions of this Stipulation Re Facts and Conclusions of Law.

Respondent enters into this stipulation as a condition of his/her participation in the Program. Respondent understands that he/she must abide by all terms and conditions of Respondent's Program Contract.

If the Respondent is not accepted into the Program or does not sign the Program contract, this Stipulation will be rejected and will not be binding on Respondent or the State Bar.

If the Respondent is accepted into the Program, upon Respondent's successful completion of or termination from the Program, this Stipulation will be filed and the specified level of discipline for successful completion of or termination from the Program as set forth in the State Bar Court's Statement Re: Discipline shall be imposed or recommended to the Supreme Court.

10/9/05		STEVEN LANCE MAZZA
Date	Respondent's signature	Print name
11-11-05		MICHAEL G. GERNER
Date	Respondent's Counsel's signature	Print name
11.14.05		BROOKE A. SCHAFER
Date	Deputy Trial Counsel's signature	Print name

(Do not write above this line.)

In the Matter of  STEVEN LANCE MAZZA Bar # 101076	Case number(s): 98-O-01674; 99-O-13107; 00-O-10467; 00-O-14827; 00-O-15192; 00-O-15357; 00-O-15472; 01-O-00682; 01-O-01250; 01-O-03007; 01-O-03963; 02-O-11891; 02-O-12512; 02-O-12557; 02-O-12572; 02-O-15009; 03-O-01319; 03-O-01824; & 03-O-04497
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## ORDER

Finding the stipulation to be fair to the parties and that it adequately protects the public, IT IS ORDERED that the requested dismissal of counts/charges, if any, is GRANTED without prejudice, and:

- ☐ The stipulation as to facts and conclusions of law is APPROVED.
- ☒ The stipulation as to facts and conclusions of law is APPROVED AS MODIFIED as set forth below.
- ☐ All court dates in the Hearing Department are vacated.

See attached Modifications to Stipulation.

The parties are bound by the stipulation as approved unless: 1) a motion to withdraw or modify the stipulation, filed within 15 days after service of this order, is granted; or 2) this court modifies or further modifies the approved stipulation; or 3) Respondent is not accepted for participation in the Program or does not sign the Program Contract. (See rule 135(b) and 802(b), Rules of Procedure.)

Date

3/17/06

  
Judge of the State Bar Court  
**RICHARD A. HONN**

### MODIFICATIONS TO STIPULATION

1. On page 3 of the stipulation, the "x" in the box at paragraph C.(13) is deleted.
2. See page 18 of the stipulation, lines 13-14, "Rules of Procedure" is deleted and in its place is inserted "Rules of Professional Conduct of the State Bar of California."
3. On page 47 of the stipulation, lines 22-27 are deleted; on page 48 of the stipulation, lines 1-28 are deleted; on page 49 of the stipulation, lines 1-8 are deleted. In their place is inserted the following language:

#### Restitution

Respondent must pay restitution to the following individuals of the amounts set forth below, plus ten percent (10%) interest per annum, accruing from the date specified below (or to the Client Security Fund ["CSF"] to the extent of any payment from the fund to any such individual(s), plus interest and costs, in accordance with Business and Professions Code section 6140.5) and provide satisfactory proof thereof to the Office of Probation. Any restitution to the Client Security Fund is enforceable as provided in Business and Professions Code section 6140.5, subdivision (c) and (d). To the extent the CSF has paid only principal amounts, respondent will still be liable for interest payments to said individual(s), as set forth above.

<u>Party Owed</u>	<u>Principal Amount</u>	<u>Date Incurred</u>
Cuauhtemoc Vasquez	\$ 500.00	April 1, 1998
Monica Gonzales	\$ 3,020.33	January 1, 1999
Teresa Thurman	\$ 4,629.00	May 1, 2001
Marie Reeves	\$ 8,465.00	January 1, 2000
Ann Maize	\$ 3,336.84	July 1, 2001
Joseph Mora	\$ 2,500.00	April 1, 2001
Gerald Billington	\$ 5,000.00	July 1, 2001
Lena Karamanyan	\$ 9,135.00	March 1, 2002
Antonio Diaz	\$ 13,750.00	January 1, 1999
Yared Girma	\$ 714.73	October 1, 1998
Kenneth Adley	\$ 2,421.00	January 1, 2000
Ross Cusimano	\$ 7,530.00	January 1, 2002
Paulette Cusimano	\$ 7,530.00	February 1, 2003

In the Matter of STEVEN L. MAZZA, Case No. 98-O-01674-RAH  
**MODIFICATIONS TO STIPULATION**

If he has not already done so during the period of his participation in the ADP, respondent must send a letter, enclosing a written accounting, to Gregory Bakarian, by certified mail, return receipt requested, within thirty (30) days after the effective date of the discipline imposed in this matter. the accounting must specify the costs and fees, with particularity, that were assessed in Gregory Bakarian's personal injury matter that formed the basis of Case No. 00-O-15192. Within sixty (60) days after the effective date of the discipline imposed in this matter, respondent must provide a copy of the letter, accounting and return receipt to the Office of Probation. Respondent must also retain a copy of the letter, accounting and return receipt for his own records and must provide said documents upon request to the State Bar Court or the Office of the Chief Trial Counsel. In the event that Gregory Bakarian subsequently elects to challenge the fees and costs through fee arbitration, respondent expressly waives any defense based on the statute of limitations. Moreover, any award arising out of any such fee arbitration must be treated as if it were a specific restitution amount. Respondent must provide a copy of any award arising out of any such fee arbitration to the Office of Probation within thirty (30) days after the issuance of such an award.

With each written quarterly report required herein, respondent must provide to the Office of Probation satisfactory proof of all restitution payments made by him during that quarter or applicable reporting period.

To the extent that respondent has paid any restitution prior to the effective date of the Supreme Court's final disciplinary order in this proceeding, respondent will be given credit for such payments provided satisfactory proof of such is or has been shown to the Office of Probation.

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**CERTIFICATE OF SERVICE**  
[Rule 62(b), Rules Proc.; Code Civ. Proc., § 1013a(4)]

I am a Case Administrator of the State Bar Court of California. I am over the age of eighteen and not a party to the within proceeding. Pursuant to standard court practice, in the City and County of Los Angeles, on March 22, 2006, I deposited a true copy of the following document(s):

**CONFIDENTIAL STATEMENT OF ALTERNATIVE DISPOSITIONS AND ORDERS;**

**STIPULATION RE FACTS AND CONCLUSIONS OF LAW; and,**

**CONTRACT AND WAIVER FOR PARTICIPATION IN THE STATE BAR COURT'S ALTERNATIVE DISCIPLINE PROGRAM**

in a sealed envelope for collection and mailing on that date as follows:

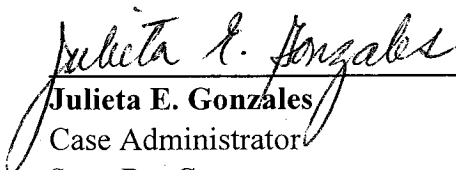
[X] by first-class mail, with postage thereon fully prepaid, through the United States Postal Service at Los Angeles, California, addressed as follows:

**MICHAEL G GERNER ESQ  
10100 SANTA MONICA BL #300  
LOS ANGELES, CA 90067**

[X] by interoffice mail through a facility regularly maintained by the State Bar of California addressed as follows:

**Brooke A. Schafer, Enforcement, Los Angeles**

I hereby certify that the foregoing is true and correct. Executed in Los Angeles, California, on **March 22, 2006**.

  
\_\_\_\_\_  
**Julieta E. Gonzales**  
Case Administrator  
State Bar Court